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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-KSB

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2004

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Little Squaw Gold Mining Company

(Exact Name of Registrant as specified in its charter)

ALASKA	001-06412	91-0742812
<small>(State or other jurisdiction of incorporation or organization)</small>	<small>Commission File Number</small>	<small>(I.R.S. Employer Identification Number)</small>
3412 S. Lincoln Dr., Spokane, Washington	99203-1650	
<small>(Address of principal executive offices)</small>	<small>(Zip Code)</small>	

Registrant's telephone number, including area code: **(509) 624-5831**

Securities Registered pursuant to Section 12 (g) of the Act: **Common stock, Par Value \$0.10**
(Title of Class)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act during the past 12 months (or for such shorter period that the Company was required to file such reports), and (2) has been subject to such filing requirements for the past ninety (90) days. Yes ☒ No ☐

Check if disclosure of delinquent filers in response to Item 405 of Regulation S-B is not contained in this form, and no disclosure will be contained, to the best of Company's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB. ☐

State issuer's revenues for its most recent fiscal year: \$0.00

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was sold, or the average bid and asked price of such common equity, as of a specified date within the past 60 days. Based upon the average bid price at February 1, 2005 (\$0.42) the aggregate market value was \$5,837,351.

State the number of shares outstanding of each of the issuer's classes of common equity: as of February 1, 2005
15,384,117 shares of common stock

DOCUMENTS INCORPORATED BY REFERENCE: None

Transitional Small Business Disclosure Format (check one): Yes ☐ No ☒

PART I

ITEM 1. DESCRIPTION OF BUSINESS

General

Little Squaw Gold Mining Company ("Company"), is engaged in the business of acquiring, exploring, and developing mineral properties, primarily those containing gold and associated base and precious metals. The Company was incorporated under the laws of the State of Alaska on March 26, 1959. The Company's executive offices are located at 3412 S. Lincoln Dr., Spokane, WA 99203.

The Company is in the business of identifying, acquiring and exploring gold properties throughout the Americas. The Company is the owner in fee of 426.5 acres of patented federal mining claims consisting of 21 lode claims, one placer claim and one millsite. The Company controls an additional 8,127 acres of unpatented State of Alaska mining claims consisting of 81 claims. State mining claims provide exploration and mining rights to both lode and placer mineral deposits. The claims are contiguous, comprising a block covering 8,553 acres, and are being maintained by the Company specifically for the possible development of placer and lode gold deposits. The mining properties are located approximately 190 air miles NNW of Fairbanks, Alaska, and 48 miles NE of Coldfoot, in the Chandalar Mining District. The center of the district is approximately 70 miles north of the Arctic Circle. (Figure 1) The Company does not intend to conduct mining operations on its own account at this time. Rather the Company plans to create value by undertaking cost efficient and effective exploration to upgrade the value of its properties and then joint venture or sell properties to qualified major mining companies. The Company will maintain its focus only on projects that are primarily gold deposits.

The Company's initial focus is on exploration and development of its Chandalar property. The arctic climate limits exploration activities to a summer field season that generally starts in early May and lasts until freeze up in mid-September. There are many operating mines located elsewhere within North America that are located above the Arctic Circle. Management believes year-round operations at Chandalar are entirely feasible should an exploitable deposit of gold be proven through seasonal exploration and development. To the extent funds are available in 2005 and 2006 the Company's intends to:

- Explore the Chandalar property and acquire additional gold exploration properties of merit.
- Complete the seasonal exploration program on the Chandalar property that was recommended by the Company's geologic consultant, focusing on drilling and further exploring the high-grade gold-quartz vein targets that have been identified to date and their associated low-grade aureoles. Exploration of the potentially significant placer deposits at Chandalar will be a secondary priority. The Company intends to raise and use its own equity capital for this exploration.
- Acquire additional gold exploration properties in Alaska and elsewhere in the Americas that will allow the Company to conduct field operations year round.
- Support state and federal industrial development projects that could bring power and a road into Chandalar.

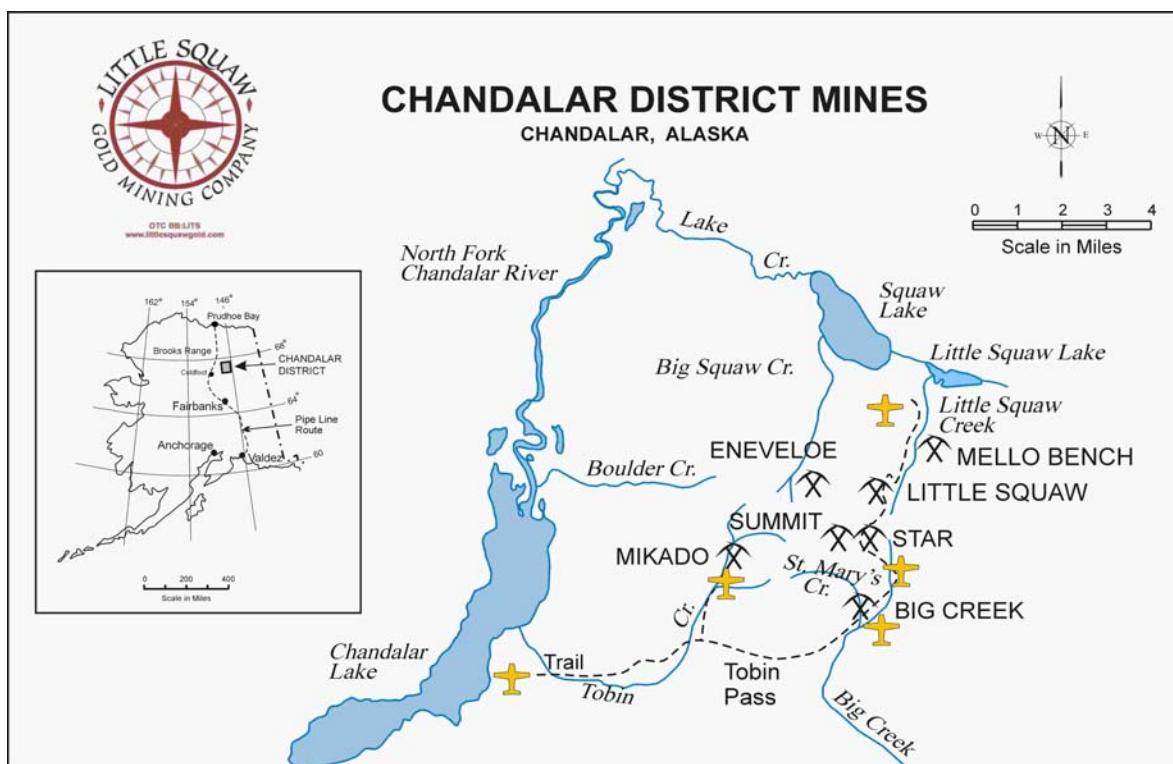


FIGURE 1. Location of the Chandalar Mining District showing principal mines and prospects.

The Company's principal asset is its ownership of the Chandalar property, which controls most of a historic mining district known as the Chandalar mining district. It consists of contiguous patented federal mining claims and unpatented State of Alaska mining claims totaling 9,830 acres (15.4 square miles) (Figure 2). The patented ground holds the most important of the presently known gold-bearing structures. The Chandalar property is currently at the exploration stage. The Chandalar district has a history of prior production, but there is no current production, except for some small-scale placer operations by an independent miner, Mr. Delbert Ackels, on inlier claims.

During 2004 the Company contracted the services of an independent geological consulting company, Pacific Rim Geological Consultants, Inc., of Fairbanks Alaska to review and analyze previous work done on Chandalar. The report was commissioned in February and completed in May, and is titled "Gold Deposits of the Chandalar Mining District, Northern Alaska: An information Review and Recommendations". This technical review is available on the Company's Web site at www.littlesquawgold.com under the Technical Reports menu. Pacific Rim concluded that the gold mineralization at Chandalar is mesothermal (formed at moderate temperatures and moderate pressures by deposition from hydrothermal fluids), and largely because of that the property is believed to have multi-million ounce gold discovery potential. Pacific Rim recommended an initial exploration program to better assess the gold lodes and the placer gold deposits at a cost of about \$1.4 million. The Company is currently seeking sources of financing to conduct such exploration; however, there can be no assurance that the Company will be successful in its efforts to raise the financing for this exploration.

A preliminary field program to follow up on and scope the work recommended by Pacific Rim was completed in two phases during the 2004 summer field season by James C. Barker, a certified professional geologist licensed to practice in Alaska and under contract to the Company. Mr. Barker was one of the two co-authors of the Pacific Rim report. The 2004 field work and subsequent data analyses and reporting was completed at a cost of about \$77,000.

Exploration during the 2004 summer field season identified six new gold-bearing veins, bringing the total number of known gold-bearing veins and vein swarms on the Chandalar property to more than 30. The results of the summer field exploration program were reported in the Company's press release dated November 15, 2004, which was filed with the U.S. Securities and Exchange Commission ("SEC") as an attachment to a Form 8-K report dated November 18, 2004. Additionally, a detailed technical description of the activity and results are contained in a December 20, 2004 report by Mr. Barker titled "Summary of Field Investigations 2004". This report is also available on the Company's

website. Mr. Barker recommends further exploration of the property, which would include infrastructure repairs, geological field work, taking 600 rock and 4,000 soil samples, and doing ground-based and aerial geophysics surveys, aerial topographic surveys, and 5,000 feet of reverse air circulation drilling. This program is recommended to be done during the 2005 summer season at a budgeted cost of about \$1.5 million.

The Company intends to undertake the program recommended by Mr. Barker during 2005 provided financing can be arranged. The 2005 program would be conducted in two staged phases as follows:

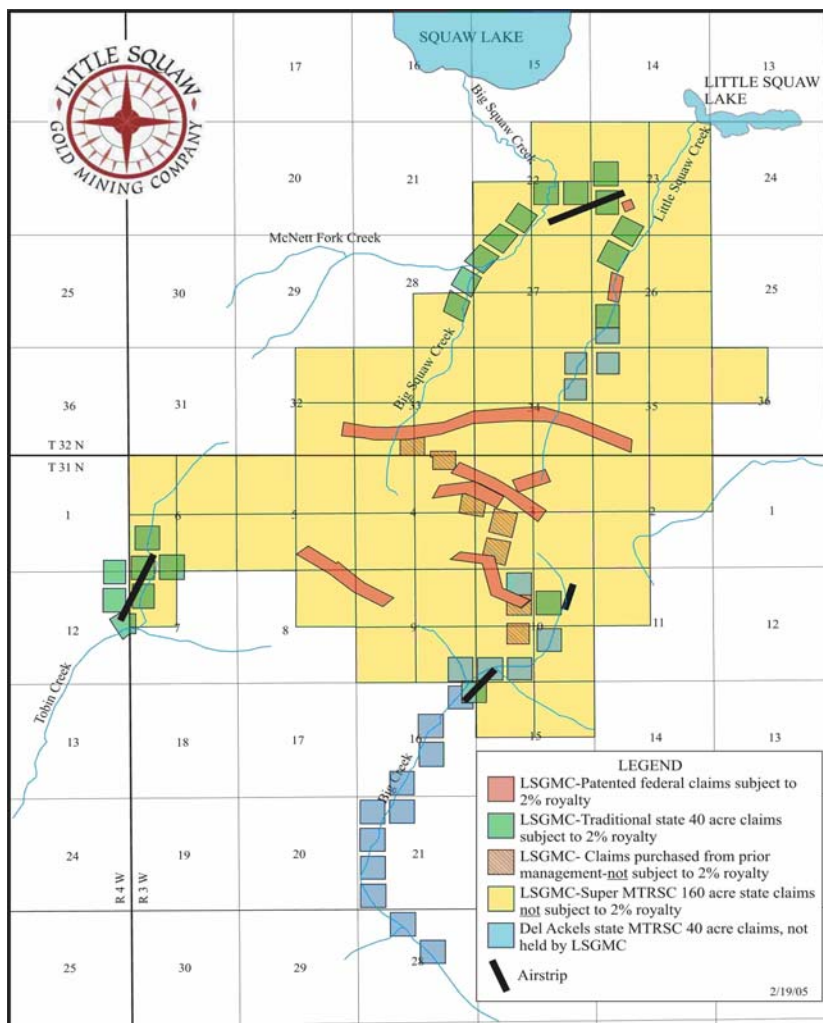


FIGURE 2. The Company's mining claims in the Chandalar Mining District.

- PHASE I will be geological investigations primarily to pin-point proposed drill sites throughout the district. This work will consist of various exploration activities, including the use of targeted soil sampling grids and ground and aerial geophysics. It will commence as soon as weather conditions permit and continue through the end of July.
- PHASE II will be a reverse circulation drill program of 5,000 ft or more, if weather conditions permit. It will commence on or about July 25 and extend through freeze-up, or about September 10.

The Company is currently seeking financing or a joint venture partner to pursue the next phase of exploration. There is no assurance that the Company will be successful in obtaining funding or a partner to pursue exploration on the Chandalar property, and there is no assurance that if exploration proceeds, it will lead to the discovery and delineation of ore reserves.

History

Gold was discovered in the Chandalar district in 1905, and over the years various operators have produced about 85,000 ounces of gold mainly from placer deposits, but also from high-grade gold-quartz veins. The Company was incorporated in 1959 for the purpose of acquiring the gold mining properties of the Chandalar Mining District. Operations of the Company during the 1960's resulted in the development of a mining camp, a mill, several airstrips, and development of a small amount of ore reserves in underground workings.

In 1972 and 1976, all of the lode mining claims in the Chandalar District were acquired by the Company except for seven 40-acre unpatented state claims. In 1978, the Company acquired all of the placer mining claims in the Chandalar District. During 2003, the Company purchased the seven 40-acre unpatented state mining claims in exchange for 350,000 shares of the Company's common stock. In September of 2003 the Company staked 55 state unpatented mining claims, and in 2004 the Company staked 8 additional unpatented state mining claims, thereby increasing the total size of the Company's Chandalar property to 9,830 acres (15.4 square miles).

During the 1970's and early 1980's the lode and placer properties were leased to various parties for exploration and development and gold production. The quartz lodes were last worked from 1979 to 1983, when 9,039 ounces of gold were recovered from the milling of 11,819 tons averaging 1.02 ounces of gold per ton (oz/t Au). The material was extracted from surface and underground workings on three of four mineralized quartz structures lying mostly on the patented federal mining claims owned by the Company. Recorded placer gold production of the Chandalar District is 76,270 ounces of 845 fine gold. The Company's lessees produced 15,735.5 ounces of that total amount of placer gold between 1979 and 1999. The unpatented claims are located on property that was formerly all owned by the Federal Government; however, as of 1991, title to all of the properties had been transferred to the State of Alaska.

In November of 1989 and May of 1990 the Company entered into a ten year mining lease with Gold Dust Mines, Inc. for all placer mining interests of Company located on the Big Creek, St. Mary's Creek, Little Squaw Creek, Big Squaw Creek, and Tobin Creek. The lease provided for annual advance rentals of \$7,500 per creek drainage mined plus an 8 percent royalty from placer gold production. During 1998 and 1999, Gold Dust's placer mining lease was limited to Big Creek. There was no mining conducted in 2000, 2001, 2002 or 2003. Since 1999, however, Gold Dust failed to pay the \$7,500 annual lease fee on the creek drainage it mined and failed to make the annual rental payments on the state mining claims it was mining on, as required by the mining lease, in all a sum of \$32,380. A portion of the 1999 production royalties owed to the Company in the amount of eleven ounces of gold nuggets was also not paid. In February 2000, the owners of Gold Dust, Mr. & Mrs. Delbert Ackels (guarantors of Gold Dust's obligations to the Company) declared a Chapter 7 bankruptcy, which the court discharged in May of 2000. The Company's mining lease with Gold Dust was the sole asset of Gold Dust.

During the spring of 1990, Gold Dust Mines, Inc. (the lessee) transported about \$2.6 million in capital equipment to the Company's Chandalar mining claims over the winter haul road from Coldfoot, located on the Alaska pipeline highway. This machinery included a large gravity-type alluvial mineral treatment plant (an IHC-Holland wash plant) together with a Bucyrus-Erie dragline, two big Caterpillar tractors, front end loaders, a churn drill and other large pieces of placer gold mining equipment. During the last part of the 1993 season, Gold Dust Mines moved its placer operations to the Big Creek and St. Mary's Creek drainages. In 1994, placer mining operations were concentrated on the St. Mary's Creek drainage. During 1995, placer mining operations were conducted on the St. Mary's Creek and Big Creek Drainages. During 1996, a lease amendment was entered into between Company, as lessor, and Gold Dust Mines, as lessee, wherein Little Squaw Creek, Big Squaw Creek and Tobin Creek drainages were excluded from the lease. During 1996 to 1999, these placer mining operations were conducted only on the St. Mary's Creek and Big Creek drainages.

During 1988, a consulting mining engineer was hired to compile historical information on the entire placer and lode district. His comprehensive report was completed in January 1990, and is available for review by interested mining companies. A few conclusions from his report are referred to in the section "Description of Property." The long term potential for the district lies in the development of the gold quartz lodes that will initially require a substantial drilling exploration commitment.

In the late summer of 1997, a placer mining lease was executed by the Company with Day Creek Mining Company, Inc., an Alaskan corporation. The lease included the placer mining claims only for the Tobin Creek, Big Squaw Creek and Little Squaw Creek drainages. It did not include the Big Creek and St. Mary's Creek drainages. The lessee was to have performed minimum exploratory drilling during each year of the lease. Only a minimum amount of drilling was performed the first year, with some good results down stream from the Mello Bench on Little Squaw Creek. Due to lack of financing, the lessee could not comply with the drilling requirements in 1998, and the lease was terminated by lessor giving a declaration of forfeiture to the lessees in February of 1999. Lessee has not contested the declaration of forfeiture.

The Company allowed some of its state mining claims on Big Creek and Little Squaw Creek to lapse in 2000 for lack of funds to pay the State of Alaska annual rental fees required to maintain them. The individual who had owned Gold Dust Mines, Inc. (Mr. Ackels) continued to do the annual assessment work on the remaining claims on behalf of the Company through the year 2002. In July of 2003, Mr. Ackels located state mining claims on his own behalf in the areas previously vacated by the Company. Mr. Ackels' claims are now inliers to the Company's mining claim block, and he conducts seasonal placer mining operations on those claims.

The Company did not accomplish any physical work on its Chandalar property during 2003 other than the location of additional state mining claims. All of the Company's state mining claims were maintained in good standing by carrying forward and applying to the 2003/2004 annual state mandated assessment work requirements the value in excess of the minimum annual labor requirements built up from previous years. Dollar value in excess of the required annual amount can be carried forward as a credit for up to four years.

During 2004 the Company staked additional claims at Chandalar and completed a two phase summer field program, which was conducted by a certified professional geologist who is an independent consultant and licensed to practice in the State of Alaska. The objective of the field program was to assess the validity of historic records, refine known drilling targets and identify new drilling targets. Several prospects of previously unevaluated or unknown gold mineralization were found as described in Item 2 of this report.

Total recorded production from the Chandalar district is about 85,000 oz gold, although actual historic production was probably much greater than the recorded production. Recorded lode gold production from high-grade gold-quartz vein-shear zone deposits is 7,692 oz from the Mikado and Little Squaw Mines combined, and 1,347 oz from the Summit Mine. A total of 75,636 ounces of gold have come from placer deposits in the Chandalar district. Most of the placer production was derived from the Big Creek and Little Squaw Creek drainages, with some additional production from the Tobin Creek drainage.

Competition

There is aggressive competition within the minerals industry to discover and acquire properties considered to have commercial potential. The Company competes for the opportunity to participate in promising exploration projects with other entities, many of which have greater resources than the Company. In addition, the Company competes with others in efforts to obtain financing to acquire, explore and develop mineral properties.

Employees

The Company had no employees during the year ending December 31, 2004. Two part-time consultants provided management services for the Company under contracts that expire on September 30, 2005 and October 31, 2005.

Regulation

The Company's activities in the United States are subject to various federal, state, and local laws and regulations governing prospecting, development, production, labor standards, occupational health and mine safety, control of toxic substances, and other matters involving environmental protection and taxation. It is possible that future changes in these laws or regulations could have a significant impact on the Company's business, causing those activities to be economically reevaluated at that time.

Environmental Risks

Minerals exploration and mining are subject to potential risks and liabilities associated with pollution of the environment and the disposal of waste products occurring as a result of mineral exploration and production. Insurance against environmental risk (including potential liability for pollution or other hazards as a result of the disposal of waste products occurring from exploration and production) is not generally available to the Company (or to other companies in the minerals industry) at a reasonable price. To the extent that the Company becomes subject to environmental liabilities, the remediation of any such liabilities would reduce funds otherwise available to the Company and could have a material adverse effect on the Company. Laws and regulations intended to ensure the protection of the environment are constantly changing, and are generally becoming more restrictive.

The Chandalar property contains an inactive mill site with mill tailings impoundments, last used in 1983. A December 19, 1990 letter from the Alaska Department of Environmental Conservation ("Alaska D.E.C.") to the Division of Mining of the Department of Natural Resources ("Alaska D.N.R.") states: "Our samples indicate the tailings impoundments meet Alaska D.E.C. standards requirements and are acceptable for abandonment and reclamation." The Alaska DNR conveyed acknowledgement of receipt of this report to the Company in a letter dated December 24, 1990. The Company subsequently reclaimed the tailings impoundments, and expects that no further remedial action will be required. Concerning a related matter, the Alaska D.E.C. has identified a small area of low-level mercury contamination in a graveled staging area next to the mill. The Company has accrued a \$50,000 expense liability to execute a remediation plan proposed by the Company and approved by the Alaska D.E.C. (See note 6 to the Financial Statements, page 38). Other than this minor mercury contamination, the company knows of no matters of concern to the Alaska D.E.C. regarding the company's and its predecessors' exploration and production activities on the properties.

Title to Properties

The Company's only mining property (Chandalar) lies on Alaska State deeded land, except for the patented mining claims owned by the Company. The major portion of the property consists of State of Alaska mining claims. The validity of unpatented state mining claims is often uncertain, and such validity is subject to contest. Unpatented mining claims are unique property interests and are generally considered subject to greater title risk than patented mining claims, which are real property interests that are owned in fee simple. An important part of the Company's property is patented federal mining claims held in fee simple.

The State of Alaska requires locators and holders of unpatented state mining claims to complete annual assessment work and to pay an annual cash rental on the claims in order to keep the claimant's title to the mining rights in good standing. The Company is not in default of any annual assessment work filing or annual claim rental payment.

State of Alaska unpatented mining claims are subject to a title reservation of 3% net profits royalty for all mineral production on net mining income of \$100,000 or more.

The Company's management has done a title chain search of its patented federal mining claims. It believes it is the owner of the private property, and that the property is free and clear of liens and other third party claims except for a 2% mineral production royalty held by former management.

The Company has attempted to acquire and maintain satisfactory title to its undeveloped Chandalar mining property, but the Company does not normally obtain title opinions on its properties in the ordinary course of business, with the attendant risk that title to some or all segments the Company's properties, particularly title to the State of Alaska unpatented mining claims, may be defective.

Alaska Taxes Pertaining to Mining

Alaska has tax and regulatory policies that are widely viewed by the mining industry as offering one of the most favorable environments for new mines development in the United States. The mining taxation regime in Alaska has been stable for many years. There is discussion of taxation issues in the legislature but no changes have been proposed that would significantly alter the current state mining taxation structure. Although management has no reason to believe that new mining taxation laws which could adversely impact the Company's Chandalar property will materialize, such event could and may happen in the future.

Opinion of Independent Public Accountant

The Company's financial statements for the years ended December 31, 2004 and 2003, were audited by the Company's independent certified public accountants, whose reports include an explanatory paragraph stating that the financial statements have been prepared assuming the Company will continue as a going concern and that the Company has suffered recurring net operating losses that raise substantial doubt about the Company's ability to continue as a going concern (See note 1 to the "Financial Statements", page 29).

ITEM 2. DESCRIPTION OF PROPERTIES

Chandalar Property

Location and Access

The Chandalar Mining District lies north of the Arctic Circle at a latitude of about 67°30'. The district is about 190 air miles north of Fairbanks and 48 air miles east-northeast of Coldfoot, an important service center on the Dalton Highway. The Dalton Highway, which parallels the Trans Alaska Pipeline, is a major highway link to the Prudhoe Bay oil fields on Alaska's North Slope (Figure 1).

Access to Chandalar is either by aircraft from Fairbanks, or overland during the winter season via a 55-mile-long trail from Coldfoot to Chandalar Lake and then by unimproved road to Tobin Creek on the Company's property. Multi-engine cargo aircraft can land at the state maintained 4,700 foot airfield at Chandalar Lake or at the Company's Squaw Lake airstrip.

The Chandalar district is situated in the foothill terrain on the south flank of the Brooks Range where elevations range from 1,900 feet in the lower valleys to just over 5,000 feet on the surrounding mountain peaks. The region has undergone glaciation due to multiple ice advances originating from the north and while no glacial ice remains, the surficial land features of the area reflect abundant evidence of past glaciation. The district is characterized by deeply incised creek valleys that are actively down-cutting the terrain. The steep hill slopes are shingled with frost-fractured slabby slide rock, which is the product of arctic climate mass wasting and erosion. Consequently, bedrock exposure is mostly limited to ridge crests and a few locations in creek bottoms. Vegetation is limited to the peripheral areas at lower elevations where there are relatively continuous spruce forests in the larger river valleys. The higher elevations are characterized by arctic tundra.

Snow melt generally occurs toward the end of May followed by an intensive, though short, 90-day growing season with 24 hours of daylight and daytime temperatures that range from 60-80° Fahrenheit. Freezing temperatures return in late August and freeze-up typically occurs by early October. Winter temperatures, particularly in the lower elevations, can drop to -50° F or colder for extended periods. Annual precipitation is 15-20 inches, coming mostly in late summer as rain and as snow during the first half of the winter. Winter snow accumulations are modest. The area is essentially an arctic desert.

Mining Claims

At Chandalar, the Company currently owns in fee twenty-one 20-acre patented federal lode claims, one 15-acre patented federal placer claim, and one 5-acre patented federal mill site. In addition, the Company holds twenty-six 40-acre unpatented State of Alaska claims lying largely within sixty-three 160 acre unpatented state claims. The mining claims were located to cover most known gold bearing zones within an area approximately five miles by five miles. The total land position amounts to 9,830 acres (15.4 square miles) consisting of 426.5 acres of patented claims and 9,353.5 acres of unpatented claims. The claims are contiguous and form a single block that comprises the Company's only mining property at this time (Figure 2).

Holders of State of Alaska unpatented mining claims are required to complete a minimum amount of annual labor on each claim and to additionally pay an annual rental on them. In the case of a claim block or group where the claims are adjacent, the total amount of required annual labor is determined by multiplying the number of claims by the amount required for an individual claim, and the excess value of labor expended on any one or more of the claims can be applied to the labor requirements on the other claims within the block or grouping. The amount of required annual

labor work varies with the size and type of mining claim and the amount of annual rental payable varies with the size, type and age of the claim. Labor expenses in excess of the annual requirement can be carried forward as a credit for up to four years. However in the case of the Company's Chandalar property, any excess value credit must be carried forward separately for each type of state claim. Also, the holder of a state mining claim may make a cash payment to the state equal to the value of labor required in lieu of doing the assessment work.

The annual labor requirement for the Company's Chandalar holdings is \$100 per 40-acre claim and \$400 per 160-acre claim. The combined annual labor requirement for the Company's claims is \$27,800. In the 2003/2004 assessment year, which ended on August 31, 2004, the Company spent \$46,970 on work that qualifies for annual labor requirements. The company currently carries a combined excess value credit for the two types of claims of \$54,595, with \$14,400 expiring on September 1, 2005, \$18,425 expiring on September 1, 2006, and \$5,073 expiring on September 1, 2008. Subsequent to September 1, 2004, the Company expended an additional \$32,062 on the property to the benefit of the 2004/2005 annual assessment work requirement, thereby, when recorded prior to September 1, 2005, fulfilling the Company's annual labor requirements on its Chandalar mining claims through August 31, 2006.

The annual rental fee for the Company's unpatented state mining claims is \$130 for the 40-acre claims and \$100 for the 160-acre claims. The total annual rental obligation for the Chandalar property is currently \$9,680, and the rental fees are fully paid through November 30, 2005.

The total current annual combined holding fees for the Company's Chandalar property is \$37,480. The Company's private property (patented mining claims) does not lie within any borough and is not subject to any property tax levies.

The former management of the Company holds a mineral production royalty reservation on portions of the Chandalar property. It is a 2% royalty defined as a gross product royalty on placer gold mining and as a net smelter return on lode mining production. All of the patented federal mining claims are subject to this royalty as are 19 of the 89 unpatented state mining claims. The royalty is applicable to about 1,185 acres of the 9,830 acre property. The Company has an option agreement to purchase the royalty for a one time cash payment of \$250,000. The option terminates on June 23, 2013, if not exercised on or before that date.

Geology and Previous Exploration and Development

Lode gold occurs at Chandalar as high-grade, low-sulfidation quartz veins within large northwest trending shear zones in Paleozoic schists. To date more than 30 gold-bearing quartz veins or swarms of gold-bearing quartz veins have been identified on the property (Figure 3 with Table). The quartz veins are classified as being mesothermal of metamorphic orogenic origin. Mesothermal vein systems commonly have great vertical range, and at Chandalar the vertical extent of the gold mineralization is known to be in excess of 1,500 feet. The gold-bearing quartz veins are typically one to six feet thick, with exceptional thicknesses of up to twelve feet in parts of the Mikado mine. Portions of some of the veins where they display a ribbon appearance are very rich and locally contain "bonanza" grades of gold (i.e. grades greater than 1.0 oz Au per ton). Some of the veins are known to be more than a thousand feet long, and occur intermittently along laterally extensive shear zones; the Mikado shear for example, has been identified over a strike length of six miles. A thick blanket of frozen soil, rock scree and talus and landslides covers an estimated 80% to 90% of the property, largely concealing the gold-quartz veins making exploration and discovery challenging.

The Company's patented lode mining claims contain the most important gold-bearing structures in the district, as far as is now known. Although high-grade gold showings in the Chandalar district have long been recognized in published literature, exploration and development work necessary to establish the extent of mineralization has never been accomplished. The principal evaluation work done in the past on the lode deposits was done on the Mikado, Summit, Little Squaw, and Eneveloe-Bonanza Mines by lessees in the late 1970's early 1980's. Each of these mines has been minimally developed by several hundred feet of underground workings aggregating almost 2,000 feet in all. Limited surface work in the past within the district established the existence of gold-bearing zones on other prospects similar to the veins found at these mines. Sufficient development work has never been accomplished on any of the veins and gold-bearing zones to define significant gold reserves.

Drilling of the veins by previous operators is either extremely limited or, in most cases, non-existent. A low-grade gold aureole commonly occurs around the high-grade gold-quartz veins where chloritically altered rocks contain stockworks of quartz veinlets. These aureoles, which extend outwards as much as 100 feet, have never been tested for low-grade bulk tonnage mining potential. The Company has identified numerous targets that may host high-grade gold-quartz vein deposits or bulk tonnage deposits, and substantial drilling and engineering work will be required to determine if such potential deposits exist in commercially viable quantities.

2004 Field Program

During the 2004 summer field season the Company conducted a two phase reconnaissance surface and underground sampling program on the property. A deep soil sampling technique developed by the Company was employed to identify gold anomalies that may reflect hidden gold-quartz veins. The highlight of the first phase was the re-discovery of the historic Pioneer prospect. The Pioneer quartz vein is partially exposed in some old trenches and prospect pits. The Pioneer prospect, which is associated with a major shear zone at least three miles long, contains very high-grade gold values of unknown extent. A channel sample across the vein assayed 2.30 ounces of gold per ton over a width of 2.5 feet. A second sample of gathered quartz vein float taken 15 feet farther along the vein strike assayed 2.16 ounces of gold per ton.

During the second phase of the 2004 program two previously unknown prospects containing six gold-quartz veins were discovered. The Table to Figure 3 contains some summary gold assay information for each of the mines, veins and prospects of the Company's Chandalar property, and it shows the best assay results of samples taken on them in 2004. As exploration progresses, the Company expects to find additional gold-quartz veins and mineralized structures under the extensive soil and landslide debris covering the property.

The 2004 summer field program was augmented by a structural geology study of the Chandalar district using existing high altitude aerial photography. The study was done by BlueMap Geomatics Ltd. located in Vancouver, British Columbia. The gold bearing quartz veins on the property occur within large shear zones or faults that form lineaments, and major structural intersections may be a controlling factor in the emplacement of the gold mineralization. BlueMap Geomatics identified numerous pronounced linears that they interpreted to represent deep-seated faults. This work will be useful in defining sites for follow up exploration.

A basic description of the principal mines and prospects examined during the 2004 summer field season follows:

- **Little Squaw Vein:** This gold-quartz vein is partially explored by trenches and two short tunnels decades old. Previous operators defined an existing shoot of mineralized material containing approximately 2,000 tons at a grade of 1.55 oz Au/t. A grab sample from a quartz vein exposed in one of the trenches assayed 5.24 oz Au/t. Channel sampling in a tunnel below that trench yielded 19.98 oz Au/t over 3.54 feet of true width. This sample run includes a 0.84 foot interval of "ribbon quartz" that assays 89.12 oz Au/t with 15.85 oz Au/t. Another channel sample of this ribbon quartz taken ten feet farther along its in the tunnel assayed 5.16 oz Au/t over 0.85 feet. The ribbon quartz derives its appearance from lenticular seams of dark colored iron sulfides and mica minerals within white quartz. The Company has concluded that the previously defined shoot of mineralized material is open to expansion by drilling, and previous operators may have underestimated the gold grade of the shoot.
- **Crystal Prospect:** In 1909 four tons of ore were extracted from an 8-foot-deep shaft driven into an 8-foot-wide quartz vein that was processed in a crude mill. The four tons assayed 47.08 oz Au/t. The location of the Crystal Prospect was uncertain until the Company re-discovered it this year. The old shaft and associated trenches are completely sloughed in, but a set of veins can be traced over a strike length of at least 400 feet. Thick soil cover hampered efforts to find the limits of the veins. The main quartz vein is at least 5-to-6 feet thick, and has a 0.67-foot-thick footwall of ribbon quartz that assayed 3.64 oz Au/t. The Crystal vein appears to be very similar to the Little Squaw vein located along strike projection 1.5 miles away, but a correlation cannot be established because the intervening area is entirely covered. Extensive dozer trenching and soil sampling is planned to define the lateral extensions of these veins.

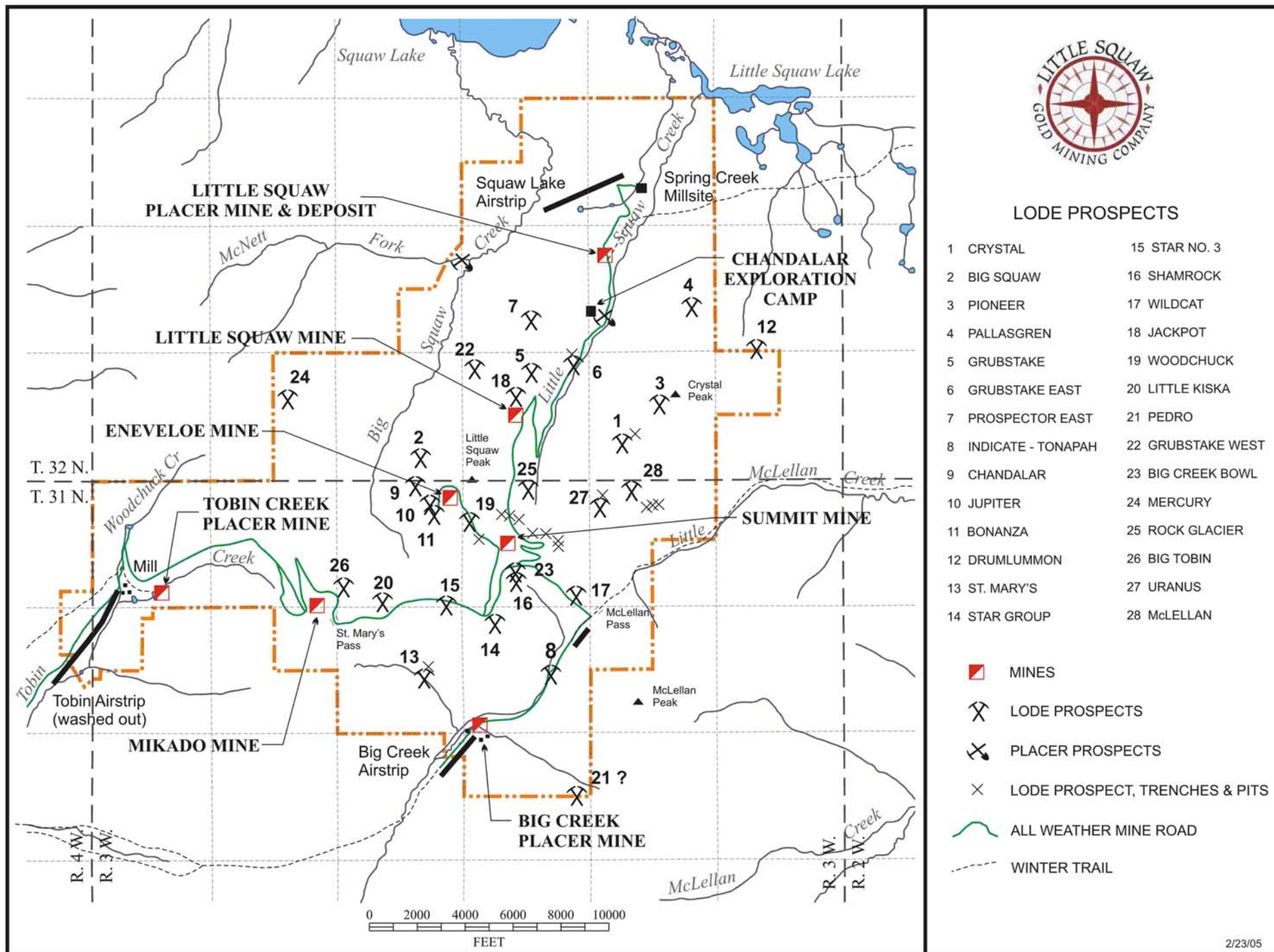


FIGURE 3. Mines and prospects of the Chandalar Mining District

2/23/05

MINES AND PROSPECT OF THE COMPANY'S HOLDINGS IN THE CHANDALAR MINING DISTRICT

Map No.	Prospect	Best sample in 2004 oz Au/ton ¹	Comments Au = Gold; Ag = Silver (Detailed prospect descriptions can be found in the Chandalar Mining district Summary of Field Investigations 2004 Phase I & II posted under Technical Reports on the Company's website: www.littlesquawgold.com)
	Crystal	3.70	4 to 6 veins present, 1908 assays of unknown origin reported 0.5 to 43.18 oz Au/ton, composite veins with gold-bearing ribbon zones
2	Big Squaw	0.01	channel sample across 12-foot vein with trace gold, unverified assays of nil to 0.43 oz Au/ton in old reports
3	Pioneer	2.16	mineralization hosted in shear zone, early assays of unknown origin were 2.89 & 7.54 oz Au/ton, vein traced 1,500 feet in 2004 soil samples; there are also two parallel veins but no assays reported
4	Pallasgren	trace	random chip sample of 30-foot wide quartz outcrop, old workings present, several veins are present
5	Grubstake	no sample	1981 samples from 1.6 foot vein assayed 0.1 to 0.32 oz Au/ton
6	Grubstake East	0.17	caved adit explored quartz vein with composite mineralized vein found only in mine dump
7	Prospector East	0.10	3-foot quartz vein exposed for about 400 feet, assays trace to 18 oz Ag/ton in galena
8	Indicate-Tonapah	trace	several quartz veins present, numerous workings, old unverified assays range nil to 0.32 oz Au/ton and select 1981 dump samples assayed 1.7 & 6.0 oz Au/ton, only one site sampled in 2004
9	Chandalar	1.10	vein parallel to Eneveloe vein; in 1946 a 2-foot channel sample from a 6-foot vein assayed 2.26; in 2004 a 1.5-foot channel of a 5-foot vein assayed 1.1 oz Au/ton; old unverified assays range up to 49.96 oz Au/ton
10	Jupiter	0.11	a 10-foot vein is exposed in road cut with disseminated sulfide minerals, 1981 channel samples contain nil to 1.66 oz Au/ton with unweighted average of 0.08 oz Au/ton, a second vein reported in 1981
11	Bonanza	0.12	9-foot zone of quartz, rock chips and clay assayed 0.05 to 0.12 oz Au/ton, also old report of "high-grade gold"
12	Drumlummon	no sample	old vague reports of several veins and gold-bearing quartz, apparently no further work since early 20 th century
13	St. Mary's	no sample	10-foot thick vein and fault, no modern assays available, however, there is a 1924 report of 0.24 oz Au/ton from an 11-foot vein
14	Star Group	no sample	several veins, old unverified assays of 0.04 to 1.34 oz Au/ton and 1981 trenching reported trace to 0.74 oz Au/ton, vein can be traced for 4,000 feet
15	Star No. 3	no sample	trenching in 1981 reported 0.24 oz Au/ton across a 3.5-foot vein
16	Shamrock	0.37	composite vein assayed 0.17 to 0.37 oz Au/ton in 2004
17	Wildcat	no sample	poorly exposed vein at least 6 feet thick, no mineralization observed in outcrop
18	Jackpot	1.97	a tunnel exposes a 1.5-foot vein, old assays report 0.08 to 0.33 oz Au/ton

Map No.	Prospect	Best sample in 2004 oz Au/ton ¹	Comments Au = Gold; Ag = Silver <i>(Detailed prospect descriptions can be found in the Chandalar Mining district Summary of Field Investigations 2004 Phase I & II posted under Technical Reports on the Company's website: www.littlesquawgold.com)</i>
19	Woodchuck	no sample	a 3- to 6-foot vein exposed in shaft, 1981 channel samples assay 0.08 & 0.33 oz Au/ton
20	Little Kiska	no sample	old unverified report of a gold-antimony prospect
21	Pedro	no sample	old report of gold prospect, quartz vein can be seen on high slope, but not yet investigated, no old assays reported
22	Grubstake West	no sample	unverified report of old prospect
23	Big Creek Bowl	0.01	numerous boulders of sulfide-quartz vein traced for 800 feet indicate several veins, assays of trace to 0.01 oz Au/ton
24	Mercury	0.01	a 2-foot vein found on the high ridge west of Big Squaw Creek, possible west extension of the Eneveloe veins
25	Rock Glacier	0.21	large area of vein and associated rock occurs on a rock glacier that gouges the valley bottom of Little Squaw Creek where a number of quartz veins and shear zones intersect valley bedrock
26	Big Tobin	0.01	soil sampling defines a gold-arsenic anomaly & quartz vein
27	Uranus	1.45	very old unreported prospect pits expose two veins, site was relocated in 2004, a single sample assayed 1.45 oz Au/ton
28	McLellan	1.20	very old unreported prospect pits, 4 to 6 veins present, nil to 1.2 oz Au/ton in 2004 reconnaissance sampling
	Little Squaw Mine	89.12	a high-grade shoot of gold-quartz veining, about 380 tons of development material were produced at a grade of 1.65 oz Au/ton; high-grade drill intercepts
	Mikado Mine	1.57	gold occurs within fractured rock and quartz lenses of a shear zone, past production totaled 10,418 tons at a grade of 0.99 oz Au/ton
	Summit Mine	0.52	at least two gold-quartz veins are present, 142 tons of development material were produced at a grade of 4.82 oz Au/ton; overall, a total of 1,401 tons at 1.29 oz Au/ton were produced, drill holes cut more veins
	Eneveloe Mine	0.10	at least two gold-quartz veins are present, a zone of 1 oz Au/ton or greater was encountered on both levels, but there is no record of production
	Little Squaw Placer Mine	no sample	reported production from drift mining on Mello Bench is 29,237 oz gold at a grade of 0.96 oz Au/cubic yard, 10.6 oz gold nuggets recovered, significant unmined gold-bearing gravel remains

Values shown in this column include only samples collected by LSGMC in 2004 as channel samples or representative chip samples. Assays performed by ALS Chemex

- **McLellan Prospect:** This area contains a swarm of 5 previously unreported quartz veins that are poorly exposed, but can be traced for a distance of at least 1,000 feet along strike. Ribbon quartz has so far been found associated with two of the veins. The ribbon quartz characteristically weathers recessively because of the effect of decomposing sulfide minerals, and it is typically not exposed without trenching. Fragments of this material gathered from the surface assayed 1.10 oz Au/t. The McLellan Prospect is located about 1,500 feet from the Crystal Prospect, and it may be a faulted offset of the Crystal vein. Follow-up soil sampling and trenching is planned at the McLellan Prospect.

- **Pioneer Prospect:** One of the highlights of the first phase of the 2004 summer program was the re-discovery of the Pioneer prospect. The Pioneer quartz vein, which saw limited development in the early 1900's, is partially exposed in old trenches and prospect pits. The Pioneer prospect contains very high-grade gold values of undetermined extent, but it is associated with a major shear zone that is at least three miles long. A channel sample across the vein assayed 2.30 oz Au/t over a width of 2.5 feet, and another channel sample of a 3-foot-wide quartz vein taken 35 feet along strike from the first channel sample assayed 0.82 oz Au/t. Anomalous soil samples in this area range between 120 and 610 parts per billion ("ppb") and are interpreted to define a buried vein extending outward from both ends of the trench, suggesting a possible vein strike length in excess of 1,500 feet with at least 150 feet of vertical relief exposed. Additional soil sampling and dozer trenching are planned to further define drilling targets at the Pioneer prospect.
- **Prospector East Prospect:** Mineralization detected at this prospect is unusual for the Chandalar district because the prospect is characterized by high silver values relative to gold. It is located on north side of the property in low hills where few other veins have been found, probably because of thick soil cover. Two grab samples collected from the dump of an old caved tunnel assayed 23.8 oz Ag/t, 0.08 oz Au/t and 11.7 % Pb, and the other sample assayed 5.5 oz Ag/t, 0.09 oz Au/t and 2.2% Pb. The vein appears to be about 3 feet thick and is exposed in some old prospect pits over a strike length of 400 feet. Highly anomalous values in bismuth, silver and lead, along with the absence of zinc give this prospect a very distinct geochemical signature, which may be indicative of district scale metal zoning. Trenching and soil sampling are planned.
- **Rock Glacier Prospect:** A jumbled mass of ice bound soil, cobbles and boulders exceeding a million tons contains abundant rubble of vein quartz that is highly anomalous in gold. Some of the quartz rubble ran up to 6.5 parts per million ("ppm") gold, and the soil binding the slide material and stream sediments draining it contain up to one ppm gold. The rock glacier originates in a large meadow about a thousand feet up a mountainside. Soil samples taken in this source area show strong gold anomalies indicating a swarm of six or more buried veins. Geochemical assays of the soil run between 180 and 450 ppb gold. An extensive soil sampling program is planned in this area, and geophysical techniques, such as ground magnetics and induced potential, may be useful to trace the veins below the thick cover.
- **Uranus Prospect:** A series of previously unreported and closely spaced gold-quartz veins was found high on a ridge opposite the Rock Glacier Prospect. Random chips of decomposed mineralized quartz are strewn in discrete streaks over the ground. An aggregate sample of this material assayed 1.47 oz Au/t. The mineralized zone is of unknown width as there is no exposed bedrock, making this prospect especially intriguing for further exploration.
- **Big Tobin Prospect:** Soil sampling has revealed an important set of mineralized shears in the Big Tobin area. They are important because they strike northeast in contrast to all other known mineralized structures, and they trend directly toward the Mikado gold deposit about 1,000 feet away. The projected structural intersection is a target that will merit additional follow-up work.
- **Mikado Mine:** This mine has produced about 10,000 tons at an average grade of one ounce of gold per ton. Engineering records show that significant un-mined mineralized material remains in the portion of the mine that was previously developed but that is now caved in. The previously mined vein carried extraordinary grades in some places. Two rock samples picked from the mine dump in 2004 assayed 23.28 oz Au/t with 5.24 oz Ag/t and 1.57 oz Au/t with 0.83 oz Ag/t. The Company's consulting geologists have concluded that at least two shoots of strongly mineralized material are open to extension at depth, and the Company intends to test these possible extensions by drilling.

The Company's mining claims cover all or major portions of three major drainages and lesser parts of a fourth drainage that radiate from the areas in which the gold-bearing quartz veins and associated shear zones are located. They include most of the areas where placer mining operations occurred in the past, as well as substantial portions of these drainages that have never been mined. The placer gold deposits in the Chandalar district are characterized by high-grade concentrations of native gold that occur in multiple horizons in second and third order streams in the vicinity of auriferous quartz lodes. Approximately 76,000 ounces of gold have been produced from four deposits at Chandalar, with recovery of some nuggets up to 10.6 ounces. The placer gold deposits were exploited by both open-cut and underground drift mining methods limited to frozen, unconsolidated gravels. Limited drilling by previous operators indicates that certain areas on the property, especially along Little Squaw and Big Squaw Creeks have

potential for the discovery of significant quantities of placer gold deposits. Substantial drilling and engineering work will be required to determine if such potential deposits exist in commercially viable quantities.

Progress was made during 2004 in defining geological features helpful in planning future drilling campaigns. The discovery of hydrothermal alteration haloes that envelop locations of strong gold mineralization within the major shear zones may be significant. The Company is methodically building a considerable suite of substantive drilling targets on the Chandalar property. The drill targets include both high-grade underground deposits and targets for lower-grade deposits amenable to surface bulk methods, as well as for significant placer gold deposits. The Company does not currently have the funds to undertake such drilling programs, and there is no assurance any efforts by the Company to raise those funds will be successful.

ITEM 3. LEGAL PROCEEDINGS

None

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None

PART II

ITEM 5. MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

The Common stock of the Company is traded on the NASDAQ Over The Counter Bulletin Board under the symbol "LITS". The following table shows the high and low bid information for the Common stock for each quarter since January 1, 2003. The quote date was obtained through America Online from data provided by Standard & Poors. The quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

Fiscal Year	High Closing	Low Closing
2003		
First Quarter	.13	.06
Second Quarter	.15	.08
Third Quarter	.90	.12
Fourth Quarter	.75	.45
2004		
First Quarter	.75	.51
Second Quarter	.72	.37
Third Quarter	.47	.28
Fourth Quarter	.55	.35

Holders

As of February 1, 2005 there were 3,366 shareholders of record of the Company's common stock and approximately 858 additional shareholders whose shares are held through brokerage firms or other institutions.

Dividends

The Company has not paid any dividends and does not anticipate the payment of dividends in the foreseeable future.

Equity Compensation Plans

During the fourth quarter of 2004, the Company issued 50,000 shares of the Company's common stock to each of its six independent members of the Board of Directors.

Securities authorized for issuance under equity compensation plan:

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(a)	(b)	(c)
Equity compensation plan approved by shareholders	320,000	\$ 0.23	580,000
Equity compensation plan not approved by shareholders	0	0	0

ITEM 6. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

General

During 2004, the Company focused on advancing exploration of the Chandalar property. Pacific Rim Geological Consulting Inc. of Fairbanks, Alaska completed a comprehensive independent technical report on the Chandalar property. Pacific Rim reviewed all of Little Squaw's extensive data on the Chandalar property that the Company has built up over the years, which includes data from various operators dating back to the early 1900's. They concluded the gold mineralization is of the mesothermal type, and the property has multi-million ounce gold discovery potential. Pacific Rim recommended additional exploration, some of which was completed in two phases during the 2004 summer field season by an independent certified professional geologist under contract to the Company.

The summer field program was augmented by a structural geology study of the Chandalar district using existing high altitude aerial photography. BlueMap Geomatics identified numerous pronounced linears that it interpreted to represent deep-seated faults. This work will be useful in defining targets for future exploration.

The objective of the 2004 exploration field program was to assess the validity of historic records, refine known drilling targets and identify new drilling targets. Several prospects of previously unevaluated or unknown gold mineralization were found, including six previously unknown gold-bearing quartz veins. During the 2004 summer field program the Company conducted a reconnaissance surface and underground sampling program of numerous gold-bearing veins on the property. It also conducted a soil geochemical sampling program using a deep sampling technique it has developed to identify gold anomalies that may reflect hidden gold-quartz veins. Two previously unknown prospects containing six gold-quartz veins were discovered as a result of the field work, bringing the total number of known gold-bearing quartz veins and vein swarms on the property to more than 30. The Company expects to find more mineralized structures as exploration progresses because more than 80% of the property is covered by soil and landslide debris.

Results of the summer field exploration program were reported in the Company's press release dated November 15, 2004, which was filed with the SEC as an attachment to a Form 8-K report dated November 18, 2004. In addition, Pacific Rim's Independent Technical Report dated May 1, 2004 and James C. Barker's December 20, 2004 report on the 2004 exploration program are both available on the Company's Web site at www.littlesquawgold.com.

Mr. Barker recommends additional exploration, which would include infrastructure repairs, geological field mapping, 600 rock and 4,000 soil samples, ground-based and aerial geophysical surveys, aerial topographic surveys, and 5,000 feet of reverse air circulation drilling. He estimates the cost of the proposed exploration program to be about \$1.5 million. The next phase of exploration will focus on the high-grade gold-quartz vein targets that have been identified to date and their associated low-grade aureoles. Sizeable placer deposits are known to occur on the property, but further exploration and evaluation of the placer deposits will be deferred to the future.

Plans

During the twelve month period ending December 31, 2005 the Company intends to complete the seasonal exploration program on the Chandalar property that was recommended by the Company's geologic consultant, focusing on drilling and further exploring the high-grade gold-quartz vein targets that have been identified to date and their associated low-grade aureoles. Exploration of the potentially significant placer deposits at Chandalar will be a secondary priority. The Company does not have sufficient cash to conduct this plan at this time. The Company intends to raise and use equity capital for this exploration. The Company is also in discussions with major mining companies regarding a possible joint venture on the Chandalar property. However, there can be no assurance that the Company will be successful in its plans to raise capital, enter into a joint venture on the Chandalar property, acquire additional exploration properties, or complete the 2005 field exploration program on the Chandalar property.

Private Placement Offering

On March 1, 2005 the Company entered into a Placement Agent Agreement, ("the Agreement") with a broker-dealer to act as a placement agent for the Company, with respect to the sale of 9,166,666 units of the Company's securities. The Company intends to offer to prospective investors an aggregate of two million seven hundred fifty thousand dollars (U.S. \$2,750,000) of its shares of common stock and warrants as a unit at U.S. \$0.30 per unit. The units will consist of one share of common stock of the Company and one warrant entitling the holder of the common stock to acquire one additional share of common stock of the Company at U.S. \$0.45 per share for the period of one year from the date of issue of the common shares to the holder. The exercise price for the warrants will increase to U.S. \$0.55 for the period of the second year from the date of issue and further increase to U.S. \$0.75 for the period of the third year from the date of issue. The Company reserves the right to use the closing date for the offering or date of last sale as the "issue date" for the exercise periods for the warrants. The private placement will be offered on a best efforts basis for cash only, and the Company ultimately may not be successful in selling its securities. The securities that may be sold are subject to registration rights to the purchasing investors with liquidated damage penalties accruing to the Company in the event it is unable to effect a registration statement within a certain time period. Funds received from the private placement will be used to develop the Company's Alaska gold property and to establish a capital reserve.

The Company will receive net proceeds of \$2,598,750 upon sale of all units being offered. The Company will use approximately \$1.4 million to complete the seasonal exploration program above. The balance of the net proceeds will be used for additional offering costs, payment of current accounts payable, customary office and administrative expenses and establishment of a capital reserve. This reserve might be used in the next 12 months to acquire and explore additional gold properties.

ITEM 7. FINANCIAL STATEMENTS

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Stockholders of Little Squaw Gold Mining Company

We have audited the accompanying balance sheets of Little Squaw Gold Mining Company, (An Exploration Stage Company) ("the Company") as of December 31, 2004 and 2003, and the related statements of operations, stockholders' equity (deficit) and cash flows for the years then ended and from the date of inception on March 26, 1959 through December 31, 2004. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Little Squaw Gold Mining Company as of December 31, 2004 and 2003, and the results of its operations and its cash flows for the years then ended and from the date of inception on March 26, 1959 through December 31, 2004 in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company's operating losses raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.



DeCoria, Maichel & Teague P.S.
March 2, 2005

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Balance Sheets
December 31, 2004 and 2003

	<u>2004</u>	<u>2003</u>
ASSETS		
Current assets:		
Cash	\$ 32,855	\$ 98,834
Prepaid expenses	<u>6,198</u>	<u>6,252</u>
Total current assets	39,053	105,086
Plant, equipment, and mining claims:		
Other equipment, net of depreciation	4,441	
Mining and mineral properties	321,041	318,597
Other assets	<u>3,025</u>	
Total assets	<u>\$ 367,560</u>	<u>\$ 423,683</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 5,020	\$ 22,360
Accounts payable – related parties	<u>32,772</u>	
Total current liabilities	37,792	22,360
Long-term liabilities:		
Accrued remediation costs	50,000	36,000
Convertible accrued compensation - Walters LITS		82,437
Convertible success award - Walters LITS		<u>88,750</u>
Total long-term liabilities	50,000	207,187
Total liabilities	<u>87,792</u>	<u>229,547</u>
Stockholders' equity		
Preferred stock; no par value, 10,000,000 shares authorized; no shares issued or outstanding		
Common stock; \$0.10 par value, 200,000,000 and 12,000,000 shares authorized, respectively; 15,364,117 and 11,998,636 issued and outstanding, respectively	1,536,411	1,199,863
Additional paid-in capital	752,458	454,880
Deficit accumulated during the development stage	<u>(2,009,101)</u>	<u>(1,455,923)</u>
	279,768	198,820
Less treasury stock, 0 and 117,103 shares, at cost, respectively		<u>(4,684)</u>
Total stockholders' equity	<u>279,768</u>	<u>194,136</u>
Total liabilities and stockholders' equity	<u>\$ 367,560</u>	<u>\$ 423,683</u>

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Statements of Operations

	Years Ended December 31,		From Inception (March 26, 1959) Through December 31, 2004
	<u>2004</u>	<u>2003</u>	
Revenue:			
Royalties, net			\$ 398,752
Lease and rental			99,330
Gold sales and other	\$	\$ 5,799	31,441
		<u>5,799</u>	<u>529,523</u>
Expenses:			
Other costs of operations		\$ 4,904	\$ 8,030
Management fees and salaries	\$ 70,525	10,575	952,057
Directors' fees – cash	17,200		82,975
Directors' fees – share based	143,200		143,200
Professional services	236,082	164,418	678,577
Other general and administrative expense	53,824	11,329	214,218
Mineral property maintenance	8,097	4,820	12,917
Office supplies and other expense	10,344	15,388	238,549
Depreciation	493		5,248
Reclamation and miscellaneous	14,000	16,000	115,102
Loss on partnership venture			53,402
Equipment repairs			25,170
	<u>553,765</u>	<u>227,434</u>	<u>2,529,445</u>
Other (income) expense:			
Interest expense		315	36,301
Interest income	(587)	(178)	(27,122)
Total other (income) expense	<u>(587)</u>	<u>137</u>	<u>9,179</u>
Net loss	<u>\$ 553,178</u>	<u>\$ 221,772</u>	<u>\$ 2,009,101</u>
Net loss per common share – basic	\$ 0.04	\$ 0.02	\$ 0.32
Weighted average common shares outstanding-basic	14,811,488	9,898,792	6,233,587

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Statements of Changes in Stockholders' Equity (Deficit)
From Inception (March 26, 1959) Through December 31, 2004

Year	Transaction	Shares Issued for		Basis of Assignment of Amount for Non-cash Consideration	Common stock		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Treasury Stock	Total
		Cash	Non-cash Consideration		Shares	Par Value				
1959	Issuance of shares	X			441,300	\$ 44,130				
	Net loss							\$ (428)		\$ 43,702
1960	Issuance of shares	X			433,780	43,378				
	Net loss							(769)		42,609
1961	Issuance of shares	X			306,620	30,662				
	Issuance of shares	X			25,010	2,501	\$ 5,002			
	Net loss							(12,642)		25,523
1962	Issuance of shares	X			111,239	11,124				
	Issuance of shares	X			248,870	24,887	49,773			
	Issuance of shares		Mining leases	Par value of stock issued	600,000	60,000				
	Net loss							(5,078)		140,706
1963	Issuance of shares	X			223,061	22,306				
	Issuance of shares	X			27,000	2,700	5,400			
	Sale of option						110			
	Net loss							(5,995)		24,521
1964	Net loss							(8,913)		(8,913)
1965	Issuance of shares	X			19,167	1,917	3,833			
	Issuance of shares		Salaries	Price per share issued for cash during period	19,980	1,998	3,996			
	Net loss							(9,239)		2,505
1966	Issuance of shares	X			29,970	2,997				
	Issuance of shares	X			5,200	520	520			
	Net loss							(7,119)		(3,082)
1967	Issuance of shares	X			3,700	370	740			
	Issuance of shares		Engineering and management fees	Par value of stock issued	24,420	2,442				
	Issuance of shares		Accounting fees		2,030	203	406			
	Net loss							(5,577)		(1,416)
1968	Issuance of shares	X			64,856	6,486	12,971			
	Issuance of shares		Salaries	Price per share issued for cash during period	19,980	1,998	3,996			
	Issuance of shares		Directors' fees		30,000	3,000	6,000			
	Net loss							(7,322)		27,129

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Statements of Changes in Stockholders' Equity (Deficit)
From Inception (March 26, 1959) Through December 31, 2004

Year	Transaction	Shares Issued for		Basis of Assignment of Amount for Non-cash Consideration	Common stock		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Treasury Stock	Total
		Cash	Non-cash Consideration		Shares	Par Value				
1969	Issuance of shares	X			12,760	\$ 1,276	\$ 2,552			
	Issuance of shares	X			338,040	33,804	85,432			
	Issuance of shares		Salaries	Approximate price per share	24,000	2,400	4,800			
	Issuance of shares		Consideration for co-signatures	issued for cash during period	50,004	5,000	10,001			
	Net income							\$ 2,272		\$ 147,537
1970	Issuance of shares	X			1,000	100	400			
	Issuance of shares		Salaries	Price per share issued for cash in prior period	1,500	150	300			
	Issuance of shares		Salaries	Price per share issued for cash in current period	444	44	178			
	Net loss							(8,880)		(7,708)
1971	Issuance of shares	X			13,000	1,300	1,500			
	Issuance of shares		Purchase of assets of Chandalar Mining & Milling Co.	Par value of stock issued	336,003	33,600				
	Net loss							(2,270)		34,130
1972	Issuance of shares		Purchase of assets of Chandalar Mining & Milling Co.	Par value of stock issued	413,997	41,400				
	Issuance of shares		Additional exploratory and development costs through payment of Chandalar Mining & Milling Co. liabilities							
	Receipt of treasury stock in satisfaction tof accounts receivable and investment in Chandalar Mining & Milling Co.			Dollar value of liabilities paid	55,657	5,566	15,805			
	Issuance of shares		Mining claims	Par value of stock issued	(125,688) 2,240,000	(12,569) 224,000	(977)	\$	(13,546) 13,527	
	Net loss							(65,175)		208,031
1973	Net loss							(16,161)		(16,161)
1974	Net loss							(13,365)		(13,365)

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Statements of Changes in Stockholders' Equity (Deficit)
From Inception (March 26, 1959) Through December 31, 2004

Year	Transaction	Shares Issued for		Basis of Assignment of Amount for Non-cash Consideration	Common stock		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Treasury Stock	Total
		Cash	Non-cash Consideration		Shares	Par Value				
1975	Net loss							\$ (15,439)		\$ (15,439)
1976	Net loss							(5,845)		(5,845)
1977	Issuance of shares		Purchase of assets of Mikado Gold Mines	Par value of stock issued	1,100,100	\$ 110,010				
	Net loss							(15,822)		94,188
1978	Issuance of shares		Mining claims	Par value of stock issued	400,000	40,000				
	Issuance of shares		Directors' fees		40,000	4,000	\$ 3,200			
	Issuance of shares		Management fees, notes payable, and accrued interest	Approximate market price per share	109,524	10,952		8,762		
	Net loss							(39,144)		27,770
1979	Net loss							(18,388)		(18,388)
1980	Net loss							(34,025)		(34,025)
1981	Net loss							(32,107)		(32,107)
1982	Issuance of shares		Directors' fees	Approximate market price per share	40,000	4,000	20,000			
	Net loss							(70,165)		(46,165)
1983	Net loss							(10,416)		(10,416)
1984	Net loss							(63,030)		(63,030)
1985	Issuance of shares		Directors' fees	Approximate market price per share	40,000	4,000	12,000			
	Net loss							(78,829)		(62,829)
1986	Issuance of shares	X			44,444	4,444	5,556			
	Net loss							(32,681)		(22,681)
1987	Issuance of shares		Officer salary		166,000	16,600	18,500			
	Issuance of stock option		Legal fees	Approximate market price per share			12,360			
	Issuable shares		Directors' fees				4,095			
	Issuance of stock option		Equipment	Value of equipment			60,000			
	Net loss							(48,057)		63,498

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Statements of Changes in Stockholders' Equity (Deficit)
From Inception (March 26, 1959) Through December 31, 2004

Year	Transaction	Shares Issued for		Basis of Assignment of Amount for Non-cash Consideration	Common stock		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Treasury Stock	Total
		Cash	Non-cash Consideration		Shares	Par Value				
1988	Issuance of shares		Officer salary	Approximate market price per share	194,444	\$ 19,444	\$ (1,944)			
	Issuance of stock option		Legal fees				6,200			
	Issuable shares		Directors' fees				1,080			
	Issuance of shares		Settlement of stock option	Approximate market price when option was granted	58,860	5,886	(5,886)			
	Issuance of shares		Settlement of stock right	Approximate market price when right was granted	19,500	1,950	(1,950)	\$ (46,961)		\$ (22,181)
	Net loss									
1989	Issuance of shares		Settlement of stock option	Approximate market price when option was granted	68,888	6,889	(6,889)			
	Issuance of shares		Settlement of stock right	Approximate market price when right was granted	12,000	1,200	(1,200)			
	Net loss							(59,008)		(59,008)
1990	Net loss							(37,651)		(37,651)
1991	Issuance of shares		Directors' fees	Approximate market price per share	24,000	2,400				
	Purchase of 20,000 treasury shares	X							\$ (1,500)	
	Net loss							(42,175)		(41,275)
1992	Purchase of 32,000 treasury shares	X							(1,680)	
	Net loss							(41,705)		(43,385)
1993	Net loss							(71,011)		(71,011)
1994	Issuance of stock option		Officer compensation	Approximate market price per share			6,250			
	Net loss							(43,793)		(37,543)
1995	Issuance of shares		Officer compensation	Approximate market price per share	153,846	15,385	4,615			
	Purchase of 65,000 treasury shares	X							(4,975)	
	Net loss							(30,728)		(15,703)
1996	Net loss							(39,963)		(39,963)

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Statements of Changes in Stockholders' Equity (Deficit)
From Inception (March 26, 1959) Through December 31, 2004

Year	Transaction	Shares Issued for		Basis of Assignment of Amount for Non-cash Consideration	Common stock		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Treasury Stock	Total
		Cash	Non-cash Consideration		Shares	Par Value				
1997	Expiration of stock option						\$ (6,250)			\$ (6,250)
	Net loss							\$ (31,828)		(31,828)
1998	Net loss							(30,681)		(30,681)
1999	Net loss							(57,812)		(57,812)
2000	Net loss							(37,528)		(37,528)
2001	Net loss							(20,007)		(20,007)
	Balances, December 31, 2001				8,468,506	\$ 846,850	351,237	(1,221,460)	\$ (8,174)	(31,547)
2002	Net loss							(12,691)		(12,691)
	Balances, December 31, 2002				8,468,506	846,850	351,237	(1,234,151)	(8,174)	(44,238)
2003	Issuance of shares and warrants		Conversion of related party debts	Fair value of shares issued	1,930,130	193,013	19,323			212,336
	Issuance of shares and warrants		To reimburse payment of professional service fees	Fair value of shares issued	150,000	15,000				15,000
	Issuance of shares and warrants	X			1,100,000	110,000	80,310			190,310
	Issuance of treasury shares (50,000)		Officer signing bonus	Fair value of shares issued			4,010		3,490	7,500
	Issuance of shares and warrants		Mining claims	Fair value of shares issued	350,000	35,000				35,000
	Net loss							(221,772)		(221,772)
	Balances, December 31, 2003				11,998,636	1,199,863	454,880	(1,455,923)	(4,684)	194,136
2004	Issuance of shares and warrants		Conversion of related party debts	Fair value of shares issued	824,370	82,437				82,437
	Issuance of shares and warrants		Success award	Fair value of shares issued	887,500	88,750				88,750
	Issuance of shares through warrant exercise (\$0.20)	X			1,090,000	109,000	109,000			218,000

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Statements of Changes in Stockholders' Equity
From Inception (March 26, 1959) Through December 31, 2004

Year	Transaction	Shares Issued for		Basis of Assignment of Amount for Non-cash Consideration	Common stock		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Treasury Stock	Total
		Cash	Non-cash Consideration		Shares	Par Value				
	Issuance of shares through warrant exercise of (\$0.40)	X			173,611	17,361	52,952			70,313
	Issuance of treasury shares (67,103)		Officer promotion	Fair value of shares issued			2,026		4,684	6,710
	Issuance of stock options		Directors compensation	Intrinsic method			59,200			59,200
	Issuance of shares		Directors compensation	Fair value of shares issued	300,000	30,000	54,000			84,000
	Issuance of shares		Professional services	Fair value of shares issued	90,000	9,000	20,400			29,400
	Net loss							(553,178)		(553,178)
	Balance, December 31, 2004				<u>15,364,117</u>	<u>\$ 1,536,411</u>	<u>\$ 752,458</u>	<u>\$ (2,009,101)</u>	<u>\$ 0</u>	<u>\$ 279,768</u>

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Statements of Cash Flows

	Year Ended December 31,		From Inception (March 26, 1959) Through December 31,
	2004	2003	2004
Cash flows from operating activities:			
Net loss	\$ (553,178)	\$ (221,772)	\$ (2,009,101)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	493		5,741
Common stock, warrants, and options issued for salaries and fees	179,310	22,500	386,594
Change in:			
Prepaid expenses	54	(6,252)	(6,198)
Accounts receivable, related party		421	
Gold inventory	(3,025)	4,904	(3,025)
Accounts payable, other	(17,341)	22,360	5,019
Accounts payable, related party	32,772		52,772
Accrued compensation, related party			255,450
Accrued payroll taxes			19,323
Convertible success award, Walters LITS		88,750	88,750
Accrued remediation costs	14,000	16,000	50,000
Net cash used - operating activities	<u>(346,915)</u>	<u>(73,089)</u>	<u>(1,154,675)</u>
Cash flows from investing activities:			
Receipts attributable to unrecovered promotional, exploratory, and development costs			626,942
Proceeds from the sale of equipment			60,000
Additions to property, plant, equipment, and unrecovered promotional, exploratory, and development costs	<u>(7,377)</u>	<u>(19,597)</u>	<u>(370,342)</u>
Net cash - investing activities	<u>(7,377)</u>	<u>(19,597)</u>	<u>316,600</u>
Cash flows from financing activities:			
Issuance of common stock, net of offering costs	288,313	190,310	879,104
Acquisitions of treasury stock	<u></u>	<u></u>	<u>(8,174)</u>
Net cash - financing activities	<u>288,313</u>	<u>190,310</u>	<u>870,930</u>
Net increase in cash	(65,979)	97,624	32,855
Cash, beginning of year	98,834	1,210	0
Cash, end of year	<u>\$ 32,855</u>	<u>\$ 98,834</u>	<u>\$ 32,855</u>
Supplemental disclosures of cash flow information:			
Non-cash investing activities:			
Mining claims purchased - common stock		<u>\$ 35,000</u>	<u>\$ 35,000</u>
Non-cash financing activities:			
Related party liability converted to common stock	\$ 88,750	\$ 212,336	\$ 301,086
Cash paid for interest	\$ 15	\$ 315	

The accompanying notes are an integral part of these financial statements.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Notes to Financial Statements

1. ORGANIZATION AND DESCRIPTION OF BUSINESS

Little Squaw Gold Mining Company was incorporated in the state of Alaska on March 26, 1959. The Company was formed to develop and mine patented and unpatented mining properties in Alaska. In prior years, the Company engaged in limited mining operations on its properties and leased certain placer mining claims to a lessee/operator. During 2003, the Company significantly restructured its management with individuals committed to actively developing the Company's mining properties. The Company's primary industry segment is mining.

The Company has incurred losses since its inception and has no recurring source of revenue. These conditions raise substantial doubt as to the Company's ability to continue as a going concern. Management's plans for the continuation of the Company as a going concern include financing the Company's operations through sales of its common stock and the eventual profitable development of its mining properties. There are no assurances, however, with respect to the future success of these plans. The financial statements do not contain any adjustments, which might be necessary, if the Company is unable to continue as a going concern.

Unless otherwise indicated, amounts provided in these notes to the financial statements pertain to continuing operations.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Exploration Stage Enterprise

The Company's financial statements are prepared using the accrual method of accounting and according to the provisions of Statement of Financial Accounting Standards No. 7, "Accounting for Development Stage Enterprises," as it devotes substantially all of its efforts to acquiring and exploring mining interests that will eventually provide sufficient net profits to sustain the Company's existence. Until such interests are engaged in commercial production, the Company will continue to prepare its financial statements and related disclosures in accordance with entities in the exploration stage.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant estimates used in preparing these financial statements include those assumed in estimating the recoverability of the cost of mining claims, accrued remediation costs, and deferred tax assets and related valuation allowances. Actual results could differ from those estimates.

Cash and Cash Equivalents

For the purpose of the balance sheet and statement of cash flows, the Company considers all highly liquid investments purchased, with an original maturity of three months or less, to be a cash equivalent.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Notes to Financial Statements

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED:

Plant, Equipment, and Accumulated Depreciation

Plant and equipment are stated at cost, cost is determined by cash paid or shares of the Company's common stock issued. The mine, mill buildings and equipment are located on the Company's unpatented state mining claims located in the Chandalar mining district of Alaska. All such assets are fully depreciated. A small amount of office equipment is located at Company offices in Spokane, Washington. Depreciation is expensed monthly on the equipment.

Income Taxes

Income taxes are recognized in accordance with Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes," whereby deferred income tax liabilities or assets at the end of each period are determined using the tax rate expected to be in effect when the taxes are actually paid or recovered. A valuation allowance is recognized on deferred tax assets when it is more likely than not that some or all of these deferred tax assets will not be realized.

Net Loss Per Share

Statement of Financial Accounting Standards No. 128, "Earnings per Share," requires dual presentation of basic earnings per share ("EPS") and diluted EPS on the face of all income statements issued after December 15, 1997, for all entities with complex capital structures. Basic EPS is computed as net income divided by the weighted average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur from common shares issuable through stock options, warrants, and other convertible securities. At December 31, 2004 and 2003, the effect of the Company's outstanding options and common stock equivalents would have been anti-dilutive. Accordingly, only basic EPS is presented.

Mining and Mineral Properties

Cost of acquiring and developing mineral properties are capitalized by the project area. Costs to maintain mineral rights and leases are expensed as incurred. Exploration costs are expensed in the period in which they occur. When a property reaches the production stage, the related capitalized costs are amortized using the units-of-production method on the basis of periodic estimates of ore reserves. Mineral properties are periodically assessed for impairment of value, and any subsequent losses are charged to operations at the time of impairment. If a property is abandoned or sold, its capitalized costs are charged to operations.

Reclassifications

Certain reclassifications have been made to conform to prior year's data to the current presentation. These reclassifications have no effect on the results of reported operations or stockholders' equity as previously reported.

Fair Values of Financial Instruments

The carrying amounts of financial instruments, including cash and cash equivalents, prepaid expenses and accounts payable approximated their fair values as of December 31, 2004 and 2003. Related party liabilities approximated their fair values based upon the terms of payment at December 31, 2004.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Notes to Financial Statements

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED:

Reclamation and Remediation

The Company's operations have been, and are subject to, standards for mine reclamation that have been established by various governmental agencies. In June 2001, the Financial Accounting Standards Board ("FASB") issued SFAS No. 143, *Accounting for Asset Retirement Obligations*. SFAS 143 requires the Company to record the fair value of an asset retirement obligation as a liability in the period in which the Company incurs a legal obligation for the retirement of tangible long-lived assets. A corresponding asset is also recorded and depreciated over the life of the asset. After the initial measurement of the asset retirement obligation, the liability will be adjusted at the end of each reporting period to reflect changes in the estimated future cash flows underlying the obligation. Determination of any amounts recognized upon adoption is based upon numerous estimates and assumptions, including future retirement costs, future inflation rates and the credit-adjusted risk-free interest rates.

Remediation liabilities on non operating properties are recognized according to the provisions of Statement of Position 96-1.

The Company accrues costs associated with environmental remediation obligations when it is probable that such costs will be incurred and they are reasonably estimable. Such costs are based on management's estimate of amounts expected to be incurred when the remediation work is performed.

New Accounting Pronouncements

On December 16, 2004, the Financial Accounting Standards Board (the "FASB") issued Statement of Financial Accounting Standards, or Statement, No. 123 (revised 2004), Share-Based Payment ("Statement 123(R)"), which is a revision of FASB Statement No. 123, Accounting for Stock-Based Compensation ("Statement 123"). Statement 123(R) supersedes Accounting Principles Board Opinion No. 25 ("APB 25"), Accounting for Stock Issued to Employees, and amends FASB Statement No. 95, Statement of Cash Flows. Generally, the approach in Statement 123(R) is similar to the approach described in Statement 123. Statement 123(R) requires that all share-based payments to employees, including grants of employee stock options, be recognized in the income statement based on their fair values. Pro forma disclosure is no longer an option. Statement 123(R) is effective for small business issuers at the beginning of the first interim or annual period beginning after December 15, 2005.

As permitted by Statement 123, management currently accounts for share-based payments to employees using APB 25's intrinsic value method. Management expects to adopt Statement 123(R) on January 1, 2006 using the modified prospective method and is unable to estimate stock-based compensation expense to be recorded in 2006.

Stock-based Compensation: At December 31, 2004 and 2003, the Company had a stock plan for key employees and non-employee directors, which is more fully described in Note 5. The Company accounts for stock options as prescribed by Accounting Principles Board Opinion No. 25 and disclose pro forma information as provided by Statement 123, "Accounting for Stock Based Compensation."

Pro forma net loss presented below was determined as if the Company had accounted for their employee stock options under the fair value method of Statement 123. The fair value of these options was estimated at the date of grant using an option pricing model. Such models require the input of highly subjective assumptions including the expected volatility of the stock price which may be difficult to estimate for small business issuers traded on micro-cap stock exchanges. The pro forma net loss presented below considers the stock-based employee compensation expense already recognized in accordance with APB 25. The affect of Statement 123 stock option expense on basic loss per share is nil.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Notes to Financial Statements

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED:

New Accounting Pronouncements, Continued:

December 31, 2004

Net loss as reported	\$ 553,178
Statement 123 stock option expense	<u>58,400</u>
Pro forma net loss	<u>\$ 611,578</u>

If the Company accounted for its employee stock options under Statement 123, compensation expense would have been \$117,600 for the year ended December 31, 2004.

The fair value of each option grant was estimated on the grant date using the Black-Scholes option-pricing model with the following weighted average assumptions:

	December 31, 2004
Risk-free interest rate	3.50%
Expected stock price volatility	80.00%
Expected dividend yield	---

In December 2004 the FASB issued SFAS 153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29, Accounting for Nonmonetary Transactions" ("SFAS 153"). The amendments made by SFAS 153 are based on the principle that exchanges of nonmonetary assets should be based on the fair value of the assets exchanged. Further, the amendments eliminate the narrow exception for nonmonetary exchanges of similar productive assets and replace it with a general exception for exchanges of nonmonetary assets that do not have commercial substance. The statement is effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005 with earlier adoption permitted. The provisions of this statement shall be applied prospectively. The Company's adoption of SFAS 153 is not expected to have a material impact on the Company's results of operations, financial position or cash flows.

3. MINING AND MINERAL PROPERTIES

Mining Claims

In May 1972, the Company acquired certain patented and unpatented mining claims located in the Chandalar Gold Mining District of Alaska ("the Chandalar District"), from a corporation and various individuals. Under the terms of the acquisition agreement, the Company issued 2,240,000 shares and transferred certain placer mining equipment in exchange for the claims. Effective January 1, 1974, management assigned a value of \$224,000 to the claims, based on the par value of the common stock issued as any other basis for assigning value was not determinable. In April 1978, the Company acquired certain other patented and unpatented mining claims located in the Chandalar District from a partnership, a member of which was a former officer and director of the Company. In exchange for the mining claims, the Company issued 400,000 shares of its previously unissued common stock. In connection with the purchase, the partnership retained a 2% Net Smelter Return ("NSR") royalty on the claims. Management assigned a value of \$40,000 to the claims, based on the par value of the common stock issued, as any other basis for assigning values was not determinable. The aforementioned claims ("the Chandalar claims") consist in the aggregate of twenty-one 20-acre patented lode claims, one 15-acre patented placer claim, one 5-acre patented mill site, and nineteen 40-acre unpatented state claims.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Notes to Financial Statements

3. MINING AND MINERAL PROPERTIES, CONTINUED:

During 2003, in connection with a Debt and Stock Purchase Agreement, the Company purchased seven unpatented claims from Walters LITS, LLC, ("Walters LITS") a related party entity (See Note 4). The claims are located in the Chandalar District and were purchased in exchange for 350,000 shares of the Company's restricted common stock and 175,000 stock purchase warrants exercisable at \$0.20 per share. In addition to the Company's purchase of the claims it was also assigned an option to purchase the 2% NSR royalty on the claims upon a \$250,000 payment to the royalty holder (See Note 4). Management assigned a value of \$35,000 to the claims based upon their estimate of the value of the claims and stock exchanged at the time of the sale. In 2003, there were fifty-five 160 acre unpatented Alaska State mining claims. In addition, during 2004, the Company staked eight unpatented Alaska State mining claims of 160 acres each in the Chandalar District. None of the claims staked in 2003 and 2004 are subject to the 2% NSR.

At December 31, 2004 and 2003, the Company's mining properties were as follows:

	<u>2004</u>	<u>2003</u>
Chandalar claims	\$ 264,000	\$ 264,000
2003 purchased claims	35,000	35,000
Unpatented state claims staked	<u>22,041</u>	<u>19,597</u>
Total	<u>\$ 321,041</u>	<u>\$ 318,597</u>

Buildings and Equipment

Located on the Company's patented mining property in the Chandalar District are certain mining and milling buildings and other mining equipment that have long since been fully depreciated and have no value. Accordingly, the Company has removed their cost basis and the associated accumulated depreciation from its financial statements.

4. CONVERSION OF RELATED PARTY DEBTS

Debt and Stock Purchase Agreement

On June 20, 2003, Eskil Anderson, the Company's president, Ellamae Anderson, a director (and Eskil Anderson's spouse), and Hollis H. Barnett, the Company's secretary and a director, collectively entered into a Debt and Stock Purchase Agreement ("the Agreement") with Walters LITS, a Washington limited liability company managed by Richard R. Walters, the Company's current president and successor to Mr. Anderson. The Agreement provided for, among other things including Mr. and Mrs. Anderson's and Mr. Barnett's sale of their personal holdings in the Company's common stock, the sale of certain obligations due Mr. and Mrs. Anderson and Mr. Barnett from the Company for prior management and legal services rendered. The Agreement also provided for the sale of 7 unpatented mining claims in the Chandalar District to Walters LITS, for \$35,000, and granted the Company a option to purchase a 2% NSR royalty on any precious metals production from the Chandalar claims. The option extends for a period of 10 years and is exercisable upon a payment of \$250,000 to Mr. Anderson on behalf of a partnership (See Note 3).

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Notes to Financial Statements

4. CONVERSION OF RELATED PARTY DEBTS, CONTINUED:

Conversion of Related Party Debts to Common Stock

At a special meeting of the board of directors held June 24, 2003, Mr. and Mrs. Anderson, Mr. Barnett and two remaining directors resigned their respective management and board of director positions. Concurrent with their resignations, Mr. Walters was appointed as the Company's president and director and two other directors were also appointed. On June 30, 2003, another special meeting of the board of directors took place and two additional directors were appointed. During the special meeting held June 30, 2003, the Company's directors agreed to convert the related party liabilities purchased by Walters LITS consisting of \$255,450 due Mr. and Mrs. Anderson for accumulated prior management services and \$20,000 due Mr. Barnett for past legal services, into 2,754,500 shares of the Company's unissued common stock and 1,377,250 warrants to purchase the Company's common stock at \$0.20 per share. As a result during 2003, the Company issued 1,930,130 shares of common stock and warrants to purchase 965,065 shares of common stock for \$0.20 per share to Walters LITS and extinguished \$193,013 of related party debt plus related accrued payroll taxes of \$19,323. At December 31, 2003 the remaining unconverted related party debt was \$82,437. This debt was converted in 2004 into 824,370 shares of restricted common stock and warrants to purchase 412,185 shares common stock at \$0.20 per share. All of those warrants expired on May 18, 2004 without being exercised under the mandatory exercise provision of the warrant agreement.

5. STOCKHOLDERS' EQUITY:

At December 31, 2003, the Company had one class of \$0.10 par value common stock outstanding with 12,000,000 shares available for issue. At a special meeting of shareholders originally convened December 19, 2003, then adjourned to January 23, 2004, (due to the absence of a voting majority necessary to ratify certain proposals), the shareholders voted to increase the Company's authorized shares of common stock to 200,000,000 and to create a class of preferred stock with 10,000,000 shares authorized for issue.

Common Stock Issued to Reimburse Related Parties

During 2003, 150,000 shares of the Company's restricted common stock and 75,000 stock purchase warrants exercisable at \$0.20 per share were issued to reimburse Richard R. Walters, the Company's president, and another shareholder for \$15,000 of legal fees incurred by them on the Company's behalf.

Common Stock Issued as a Success Award

At the June 30, 2003 special board of directors meeting, the directors resolved to issue Walters LITS 887,500 shares of the Company's restricted common stock and warrants to purchase 443,750 shares of common stock for \$0.20 per share as consideration for its success in negotiating the Debt and Stock Purchase Agreement and the Royalty Purchase Option Agreement with the Company's prior management. In connection with the issue, the Company recognized \$88,750 of expense and an equal amount of corresponding liability in its 2003 financial statements based on management's estimate of the value of the stock and warrants it agreed to issue. In 2004, the shares and warrants were issued and the liability was extinguished. All of the warrants related to this transaction expired on May 18, 2004 under the mandatory exercise provision of the warrant agreement without being exercised.

Little Squaw Gold Mining Company
(An Exploration Stage Company)
Notes to Financial Statements

5. STOCKHOLDERS' EQUITY, CONTINUED:

Common Stock Issued to Officer

On March 4, 2004, the Company issued Becky Corigliano 67,103 shares of the Company's restricted common stock from its treasury following her appointment as Chief Financial Officer. In connection with the issue, the Company recognized \$6,710 of compensation expense in its 2004 financial statements based on management's estimate of the value of the stock issued.

Common Stock Issued to Directors

On December 31, 2004, the Company issued each of its six independent directors 50,000 shares of the Company's restricted common stock under the 2003 Share Incentive Plan. As a result the Company recognized \$150,000 share based expense for director's fees estimated by the fair value of the shares issued.

Director	Options	Expense	Shares	Expense	Cash Paid	Cash Accrued
Charles G. Bigelow	50,000 5,000	\$ 9,000 \$ 1,300	50,000	\$14,000	\$ 1,000	\$ 1,500
James K. Duff	50,000 5,000	\$ 9,000 \$ 1,300	50,000	\$14,000	\$ 1,600	\$ 1,800
Kenneth S. Eickerman	50,000	\$ 9,000	50,000	\$14,000	\$ 1,600	\$ 1,800
James A. Fish	50,000 5,000	\$ 9,000 \$ 1,300	50,000	\$14,000	\$ 1,600	\$ 2,400
Jackie E. Stephens	50,000 5,000	\$ 9,000 \$ 1,300	50,000	\$14,000	\$ 800	\$ 1,300
William Orchow	50,000	\$ 9,000	50,000	\$14,000	\$ 0	\$ 1,800
Total	320,000	\$59,200	300,000	\$84,000	\$ 6,600	\$10,600

Common Stock and Options Issued to Consultants

On October 25, 2004, the Company issued 60,000 shares of the Company's restricted common stock to Sussex Avenue Partners, LLC for consulting services relating to management advisement, strategic planning and marketing in connection with its business, together with advisory and consulting related to shareholder management and public relations. The Company issued an additional 30,000 shares of restricted common stock to Sussex Avenue Partners, LLC on December 13, 2004. The expense of \$29,400 was recorded in connection with the issuance based on the estimate value of the shares issued.

Little Squaw Gold Mining Company
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Notes to Financial Statements

5. STOCKHOLDERS' EQUITY, CONTINUED:

Private Placement

In August 2003, the Company offered restricted shares of its common stock and common stock purchase warrants for sale, in a private placement, to certain accredited investors. The offering, which was exempt from registration under the Securities Act of 1933 ("the Act") pursuant to Section 4(2) of the Act and Rule 506 of Regulation D, resulted in the sale of 1,100,000 units for \$0.20 per unit, or \$220,000. Each unit consisted of one share of the Company's common stock and one common stock purchase warrant to purchase one share of the Company's restricted common stock for \$0.45 within 24 months of the unit purchase date. Net proceeds received by the Company, after underwriter commissions and legal expenses, were \$190,310.

Stock Warrants

At December 31, 2004, the Company had two types of stock purchase warrants outstanding.

The first type were issued in connection with the Company's private placement of its common stock, and are exercisable at \$0.45 per share ("\$0.45 warrants") and expire on September 19, 2005. At December 31, 2003, there were 1,210,000 of the \$0.45 warrants issued, 173,611 were exercised and 1,036,389 were outstanding at December 31, 2004.

The second type of warrants were issued in connection with the purchase of mining claims; conversion of related party debts; reimbursing related parties for expenses incurred by them on the Company's behalf; and in connection with a success award granted certain related parties (See Note 3 and 4). The warrants are exercisable at \$0.20 per share ("\$0.20 warrants"). The \$0.20 warrants are exercisable on or before January 23, 2007, notwithstanding the mandatory exercise provision of the warrant agreement. The mandatory exercise provision requires the holder of the warrants to exercise them within 15 days following any consecutive 21 trading day period during which the sales price of the Company's common stock (as quoted on the NASDAQ Over the Counter Bulletin Board) exceeds \$0.25 per share. As of December 31, 2003, 1,215,065 of the \$0.20 warrants were issued, 1,090,000 were exercised and the remaining 125,065 have expired.

The following is a summary of warrants:

	Shares	Exercise Price	Expiration Date
December 31, 2003	—	—	
Warrants granted	1,210,000	0.45	September 19, 2005
Warrants exercised	(173,611)	0.45	September 19, 2005
Outstanding and exercisable at December 31, 2004	1,036,389	0.45	
Weighted average exercise of options granted during the year ended December 31, 2004		\$	0.45

Little Squaw Gold Mining Company
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Notes to Financial Statements

5. STOCKHOLDERS' EQUITY, CONTINUED:

	Shares	Exercise Price	Expiration Date
December 31, 2003	—	—	
Warrants granted	1,215,065	0.20	Expired
Warrants exercised	(1,090,000)	0.20	
Warrants forfeited	(125,065)	—	
Outstanding and exercisable at December 31, 2004	—	—	

2003 Share Incentive Plan:

At a special meeting of shareholders originally convened December 19, 2003, then adjourned until January 23, 2004, the shareholders voted to adopt the Little Squaw Gold Mining Company 2003 Share Incentive Plan ("the Plan"). The Plan permits the grant of nonqualified stock options, incentive stock options and shares of common stock to participants of the Plan. The purpose of the Plan is to promote the success of the Company and enhance the value by linking the personal interests of the participants to those of the Company's shareholders, by providing participants with an incentive for outstanding performance. Pursuant to the terms of the Plan, 1,200,000 shares of the Company's authorized but unissued common stock were reserved for issue. Options granted to participants under the Plan must be exercised no later than the tenth employment anniversary of the participant. Eligible participants in the Plan include the Company's employees, directors and consultants. During 2004, 620,000 shares of common stock and options to purchase common stock were issued under the Plan.

The following is a summary of options:

	Shares	Exercise Price	Expiration Date
December 31, 2004	—	—	
Options granted	300,000	0.22	Ten year expiration
Options granted	20,000	0.29	Ten year expiration
Outstanding and exercisable at December 31, 2004	320,000		
Weighted average exercise price of options granted during the year ended December 31, 2004			\$ 0.23

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6. REMEDIATION LIABILITY

In 1990, the Alaska Department of Environmental Conservation (“Alaska DEC”) notified the Company that soil samples taken from a gravel pad adjacent to the Company’s Tobin Creek mill site contained elevated levels of mercury. In response to the notification, the Company engaged a professional mining engineer to evaluate the cost and procedure of remediating the affects of the possible contamination at the site. In 1994, the engineer evaluated the contamination and determined it to consist of approximately 200 cubic yards of earthen material and estimated a cost of approximately \$25,000 to remediate the site. In 2000, the site was listed in the Alaska DEC’s contaminated sites database as a “medium” priority contaminated site. During 2003, the Company’s management reviewed its estimate of the cost that would be ultimately required to fulfill its remediation obligations at the site and determined that its accrual for remediation should be adjusted, based upon estimated general and administrative costs that would be included in the remediation effort and the affect of inflation on the 1994 cost estimate and increased the accrual to \$36,000. During 2004, management updated its estimate of undiscounted cash costs to remediate the site, and increased the accrual for remediation costs to \$50,000 at December 31, 2004. The Company’s remediation cost accrual is classified as a non-current liability, as management believes its remediation activities will not occur during the upcoming year.

The Company’s management believes that the Company is currently in substantial compliance with environmental regulatory requirements and that its accrued environmental remediation costs are representative of management’s estimate of costs required to fulfill its obligations. Such costs are accrued at the time the expenditure becomes probable and the costs can reasonably be estimated. The Company recognizes, however, that in some cases future environmental expenditures cannot be reliably determined due to the uncertainty of specific remediation methods, conflicts between regulating agencies relating to remediation methods and environmental law interpretations, and changes in environmental laws and regulations. Any changes to the Company’s remediation plans as a result of these factors could have an adverse affect on the Company’s operations. The range of possible losses in excess of the amounts accrued cannot be reasonably estimated at this time.

7. INCOME TAXES

At December 31, 2004 and 2003, the Company had deferred tax assets which were fully reserved by valuation allowances. The deferred tax assets were calculated based on an expected future tax rate of 15%. Following are the components of such assets and allowances at December 31, 2004 and 2003:

	<u>2004</u>	<u>2003</u>
Deferred tax assets arising from:		
Unrecovered promotional, exploratory, and development costs	\$ 56,000	\$ 56,000
Net operating loss carryforwards	<u>121,000</u>	<u>38,000</u>
	177,000	94,000
Less valuation allowance	<u>(177,000)</u>	<u>(94,000)</u>
Net deferred tax assets	<u>\$ 0</u>	<u>\$ 0</u>

At December 31, 2004 and 2003, the Company had federal tax-basis net operating loss carryforwards totaling approximately \$803,000 and \$250,000, respectively, which will expire in various amounts from 2004 through 2023.

The tax basis net operating loss carryforwards prior to 2004 have been reduced by the effects of the provisions of Internal Revenue Code section 382 regarding changes in ownership and the statutory expiration of certain prior years’ net operating loss carry forwards. Changes in the deferred tax asset valuation allowance for 2004 and 2003 relate only to corresponding changes in deferred tax assets for those years.

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8. SUBSEQUENT EVENTS

Convertible Promissory Notes

Subsequent to year-end the Company issued three convertible promissory notes ("the Notes") in order to finance the Company until it is able to raise additional capital. Two of the Notes were to shareholders for \$25,000 and \$50,000, respectively, and one of the Notes was to a director for \$25,000. The Notes are dated January 21, 2005, and are payable on demand, or if no demand is made, on July 20, 2005. The Notes accrue interest at 6% per annum and interest only payments are due on the unpaid balances on the quarterly anniversary dates with the first payment due on April 21, 2005.

The Company has the right to, at any time prior to the maturity date and without notice to convert the Notes into restricted shares of the Company's common stock and warrants. The conversion rate is \$0.30 per share and includes one warrant per share initially at \$0.45. The exercise price of the warrants escalates to \$0.55 and \$0.75 in the second and third year from the date of issuance.

Placement Agent Agreement

On March 1, 2005 the Company entered into a Placement Agent Agreement, ("the Agreement") with a broker-dealer to act as a placement agent for the Company, with respect to the sale of 9,166,666 units of the Company's securities. The Company intends to offer to prospective investors an aggregate of two million seven hundred fifty thousand dollars (U.S. \$2,750,000) of its shares of common stock and warrants as a unit at U.S. \$0.30 per unit. The units will consist of one share of common stock of the Company and one warrant entitling the holder of the common stock to acquire one additional share of common stock of the Company at U.S. \$0.45 per share for the period of one year from the date of issue of the common shares to the holder. The exercise price for the warrants will increase to U.S. \$0.55 for the period of the second year from the date of issue and further increase to U.S. \$0.75 for the period of the third year from the date of issue. The Company reserves the right to use the closing date for the offering or date of last sale as the "issue date" for the exercise periods for the warrants. The private placement will be offered on a best efforts basis and the Company ultimately may not be successful in selling its securities. The securities that may be sold are subject to registration rights to the purchasing investors with liquidated damage penalties accruing to the Company in the event it is unable to effect a registration statement within a certain time period. Funds received from the private placement will be used to develop the Company's Alaska gold property.

ITEM 8. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There have been no disagreements between the Company and its accountants regarding any matter or accounting principles or practice or financial statement disclosures.

ITEM 8A. CONTROLS AND PROCEDURES

The Company's President and Chief Financial Officer have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by this report. Based upon this evaluation, the Company's President and the Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective in ensuring that material information required to be disclosed in this report has been made known to them in a timely fashion. There was no significant change in the Company's internal control over financial reporting during the fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 8B. OTHER INFORMATION

None.

PART III

ITEM 9. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS; COMPLIANCE WITH SECTION 16(a) OF THE EXCHANGE ACT

Directors and Executive Officers

Name	Age	Office with the Company	Appointed to Office
Richard R. Walters	60	President, Director	2003
Charles G. Bigelow	73	Director	2003
James K. Duff	59	Chairman, Director	2003
James A. Fish	74	Director	2003
Jackie E. Stephens	66	Director	2003
Kenneth S. Eickerman	47	Director	2004
William Orchow	59	Director	2004
Becky L. Corigliano	40	Treasurer, Secretary, Chief Financial Officer	2003

Mr. Walters has been the President and a director since June 24, 2003; he was Acting Chief Financial Officer until November 1, 2003. He is an economic geologist, and holds a degree in geology from Washington State University (1967). From March 1994 to March 2000 he was a director, Chief Operating Officer and President of Yamana Resources, Inc., a Toronto Stock Exchange listed company. From April 2000 to December 2004 he was the president of Marifil S.A., a private mineral exploration and holding company in Argentina. In February of 2005 Marifil S.A. was merged into Marifil Mines Limited a public company traded on the Toronto Ventures Exchange. Mr. Walters is a director and the Executive Vice President of Marifil Mines Limited.

Ms. Corigliano was the Treasurer/Secretary and Acting Chief Financial Officer of Little Squaw Gold Mining Company since November 1, 2003 and was appointed Chief Financial Officer by the Board of Directors on March 4, 2004. In addition, Ms. Corigliano is the Chief Financial Officer, Secretary and Treasurer for Western Goldfields, Inc. a production stage mining company listed on the NASDAQ OTC BB. She also works part-time as Chief Financial Officer for Marifil Mines Limited, a mineral exploration company listed on the Toronto Ventures Stock Exchange. She worked for Apollo Gold Inc. (previously Pegasus Gold Corporation) from 1985 to 2003. Her most recent position with Apollo Gold Inc. was Assistant Treasurer/Assistant Secretary. She earned a B.A. degree in accounting from Whitworth College in Spokane, Washington.

Mr. Bigelow has been a director since June 30, 2003. He is an economic geologist with a degree in geology from Washington State University (1955). Since 1972, he has served as the president of WGM Inc., a private consulting and project management firm of geologists operating in Alaska. During the previous five years, he has also been a Director and the President and Chief Executive Officer of Ventures Resource Corporation, a public mineral exploration company listed on the Toronto Ventures Stock Exchange; Ventures Resource also is subject to the reporting requirements of the U.S. Securities and Exchange Commission.

Mr. Duff has been the Chairman of the Board of Directors since June 24, 2003. He is a geologist with over 35 years of diverse international experience in the mining industry. He is currently an independent consultant based in Coeur d'Alene, Idaho and also the President and CEO of American International Ventures, a U.S. gold exploration company that trades on the NASDAQ OTC BB. He previously worked for Coeur d'Alene Mines for 12 years where he was Vice President of Business Development, and he also has worked for Bond International Gold, St Joe Minerals, the Bunker Hill Company, Copper Range Corporation and Newmont Mining Company. He earned a BS degree in geology from the Mackay School of Mines at the University of Nevada Reno and an MS degree in geology from the University of Idaho, and he completed the Program for Management Development at the Harvard School of Business. He is a past President and honorary Life Member of the Northwest Mining Association.

Mr. Fish has been a director since June 24, 2003. He received a degree in geology from Berea College in Kentucky in 1952 and a law degree from Gonzaga University School of Law in 1962. He has been an officer and director of Hanover Gold Company, Inc. since 1995 and Vice President for the last two years. Hanover is a development stage mining company listed on the NASDAQ OTC BB. Since 1987, Mr. Fish has been Vice President and General Counsel for N.A. Degerstrom, Inc., a privately held mining and construction company based in Spokane, Washington.

Mr. Stephens has been a director since June 24, 2003. He is a graduate in geology from Utah State University. He founded Maya Gold Corporation in December 1997, and was a Vice President and the manager of their Honduran operations until 2000. Mr. Stephens is also a director and the President of Hanover Gold Company, and exploration stage mining company listed on the NASDAQ OTC BB. He has held these positions since October 2004. From April 2000 to present he has been doing mineral evaluation work through his consulting company, Jackie E. Stephens & Associates.

Mr. Eickerman became a director on March 4, 2004. He received a B.A. degree in Business Administration from Washington State University and is a certified public accountant. For the last three years he has served as Vice President and Controller of Mustang Line Contractors, Inc., a company that builds electric transmission lines. Previously, he was the Controller and Treasurer for Apollo Gold, Inc for five years. Currently, Mr. Eickerman is the Controller for Revett Minerals Inc., a Canadian mining company trading on the Toronto Stock Exchange. As noted below, Mr. Eickerman is Chairman of the Audit Committee and its designated Financial Expert.

Mr. Orchow became a director on July 20, 2004. Mr. Orchow is a director, President and Chief Executive Officer of Revett Minerals, Inc., a Canadian company trading on the Toronto Stock Exchange. From November 1994 to December 2002, Mr. Orchow was President and Chief Executive Officer of Kennecott Minerals Company, where he was responsible for the operation and business development of all of Kennecott Mineral's mines with the exception of its Bingham Canyon mine. From June 1993 to October 1994, he was President and Chief Executive Officer of Kennecott Energy Company, the third largest producer of domestic coal in the United States, and prior to that was Vice President of Kennecott Utah Copper Corporation. Mr. Orchow has also held senior management and director

positions with Kennecott Holdings Corporation, the parent corporation of the aforementioned Kennecott entities. He has also been a director and member of the executive committee of the Gold Institute, a director of the National Mining Association and a director of the National Coal Association. Mr. Orchow is currently a member of the board of trustees of Westminster College in Salt Lake City and chairman of its finance committee. He graduated from the College of Emporia in Emporia, Kansas with a bachelor's degree in science.

The directors are elected for a one-year term and until their successors have been elected and qualified. Executive Officers are appointed to serve until the meeting of the Board of Directors following the next annual meeting of shareholders and until their successors have been elected and qualified. There are no arrangements or understandings between any of the directors, executive officers, and other persons pursuant to which any of the foregoing persons were named as Directors or executive officers.

As noted above, except for Mr. Duff and Mr. Eickerman, the Directors also act as directors for companies with a class of securities registered pursuant to Section 12 of the Exchange Act or subject to Section 15(d) of the Act.

No Director, or person nominated to become a Director or Executive Officer, has been involved in any legal action involving the Company during the past five years.

Promoters and Control Person: Not Applicable

Compliance with Section 16(a) of the Exchange Act

Based solely upon a review of forms 3 and 4 and amendments thereto furnished to the Company pursuant to Section 240.16a-3 during the most recent fiscal year, no person who at any time during the fiscal year was a director, officer, or beneficial owner of more than ten percent of any class of equity securities of the Company registered pursuant to Section 12 of the Exchange Act, (reporting person) failed to file on a timely basis, as disclosed in the above Forms, reports required by Section 16(a) of the Exchange Act during the most recent fiscal year, except as follows:

Form 4	for	Mr. Bigelow (2 transactions);
		Mr. Duff (2 transactions);
		Mr. Fish (3 transactions);
		Mr. Walters (1 transaction);
		Ms. Corigliano (1 transaction);
		Mr. Hallauer (2 transactions)

Board Committees

The Board of Directors has an Audit Committee and a Compensation Committee. The members of the Audit Committee are Mr. Eickerman, Mr. Orchow, and Mr. Fish. The responsibilities of the Audit Committee include monitoring compliance with Company policies and applicable laws and regulations, making recommendations to the full Board of Directors concerning the adequacy and accuracy of internal systems and controls, the appointment of auditors and the acceptance of audits, and monitoring management's efforts to correct any deficiencies discovered in an audit or supervisory examination. Each of these Directors are independent Directors. The Audit Committee had four meetings in 2004. On March 4, 2004, Mr. Stephens resigned from the Audit Committee. Mr. Eickerman became a member of the Audit Committee and was designated by the Board of Directors as its Chairman of the Audit Committee and Financial Expert.

The Compensation Committee is composed of Mr. Stephens, as its Chairman, Mr. Bigelow and Mr. Fish. This Committee receives and considers recommendations from the President for compensation for consultants and the Directors. The Committee also is responsible for the administration of all awards made by the Board of Directors pursuant to the 2003 Share Incentive Plan.

The entire Board of Directors acts as a nominating committee. This committee does not have a charter nor has it adopted a policy with regard to consideration of director candidates recommended by shareholders. The Board of Directors does not believe that it is necessary to adopt specific criteria or procedures.

Code of Ethics

The Company has not adopted a Code of Ethics applicable to its executive officers. Since the change in management took place in June, 2003, the Board of Directors has been required to consider and perform many business and governance issues. Each director is aware of and adheres to the fiduciary standards described in Regulation S-B, item 406; the Board of Directors has not had sufficient time to reflect those standards in a written code of ethics.

ITEM 10. EXECUTIVE COMPENSATION

A summary of cash and other compensation paid in accordance with management consulting contracts for the Company's President and Chief Executive Officer for the three most recent years is as follows:

Summary Compensation Table

(a) Name and Principal Position	(b) Year	Annual Compensation			(f) Awards(1) SARs(#)	Long-Term Compensation		
		(c) Salary(1) (\$)	(d) Other Annual Bonus (\$)	(e) Restricted Stock Comp. (\$)		Awards (g) Securities Underlying Options/ (\$)	Payouts (h) LTIP Payouts (\$)	(i) All other Comp.
Eskil Anderson President	2002	\$0	\$0	\$0	\$0	-0-	\$0	\$0
R. Walters President	2003	\$12,075	\$0	\$0	\$0	75,000(1)	\$0	\$0
	2004	\$38,763	\$0	\$0	\$0	-0-	\$0	\$0
B. Corigliano CFO	2003	\$0	\$0	50,000(2)	\$0	-0-	\$0	\$0
	2004	\$18,900	\$0	67,103(2)	\$0	-0-	\$0	\$0

- (1) These warrants were transferred by Mr. Walters to others; consequently, these warrants do not represent any additional compensation to Mr. Walters.

Mr. Walters received \$12,075 for his services in 2003 and \$38,763 for his services in 2004, pursuant to the compensation arrangement approved by the Directors, as part of the Independent Contractor Agreement described below. During 2004 the Company deferred \$16,537.50 of Mr. Walters's compensation until there are sufficient funds available. Mr. Walters transferred some of the warrants issued to him by the Company to a current shareholder; the exercise price for those Warrants is \$0.20 per share. Following the adoption of the 2003 Share Incentive Plan by the Shareholders on January 23, 2004, the Directors authorized the issuance of 5,000 options to purchase shares of common stock to each director (other than Mr. Walters and Mr. Eickerman) as compensation for their services for the period June 30, 2003 through December 31, 2003; the term is ten years. The exercise price is \$0.29 per share. On November 12, 2004 the directors authorized the issuance of 50,000 shares of common stock and options to purchase 50,000 shares of common stock for \$0.22 per share to each of its six independent directors for services in 2004.

- (2) The Company issued 50,000 shares of common stock to Ms. Corigliano on November 1, 2003 and issued an additional 67,103 shares of common stock on February 26, 2004 as a result of her designation as Chief Financial Officer. The shares issued were treasury shares and are subject to the restricted securities requirements of the Securities Act of 1933.

Ms. Corigliano received \$18,900 for her services in 2004 pursuant to her consulting agreement approved by the Directors, as part of the Independent Contractor Agreement described below.

Option/SAR Grants in Last Fiscal Year

On March 4, 2004, the Company issued options to purchase shares of common stock to the directors pursuant to the 2003 share incentive plan, in each case exercisable for a ten year period from the date of issuance at an exercise price of \$0.29 per share. The options were valued using the average closing price of the last five trading days of 2003 at a 45% discount. The options were issued to the following directors:

Director	Option Shares	Vesting
Charles G. Bigelow	5,000	Immediately
James K. Duff	5,000	Immediately
James A. Fish	5,000	Immediately
Jackie E. Stephens	5,000	Immediately

On December 31, 2004, the Company issued options to purchase shares of common stock to the directors pursuant to the 2003 share incentive plan, in each case exercisable for a ten year period from the date of issuance at an exercise price of \$0.22 per share. The options were valued using the average closing price of the last five trading days of 2004 at a 45% discount. The options were issued to the following directors:

Director	Option Shares	Vesting
Charles G. Bigelow	50,000	Immediately
James K. Duff	50,000	Immediately
Kenneth S. Eickerman	50,000	Immediately
James A. Fish	50,000	Immediately
William Orchow	50,000	Immediately
Jackie E. Stephens	50,000	Immediately

Director Compensation for Last Fiscal Year

The Directors receive \$500 for each board meeting and \$300 for each committee meeting. During 2004 the Company deferred \$10,600 in board compensation until the Company has sufficient funds to make the payments.

Independent Contractor Agreements

The Company entered into an Independent Contractor Agreement dated June 30, 2003 for a term of four months with Richard R. Walters, as a Consultant (the "Agreement"). The Agreement was renewed on October 1, 2003 through September 30, 2004. On November 12, 2004, the Agreement was renewed retroactively to October 1, 2004 by the Board of Directors for an additional one year period under the original terms. The services provided by the Consultant include serving as President and Chief Operating Officer of the Company and such other executive management functions as shall be requested by the Board of Directors. The Agreement renews each year on the anniversary date for a one year term, pending board approval. Either party may terminate the Agreement upon 15 days written notice. As consideration for performance of the services, the Company agreed to pay the Consultant a fee of \$175 per day worked, pro rated for each partial day worked. Mr. Walters is not an employee of the Company.

The Consultant is entitled to reimbursement for his expenses, with any expense greater than \$1,000 being subject to prior approval by the Compensation Committee. The Company may accrue and defer the payment of the fees and/or expenses from time to time until the Compensation Committee determines the Company has sufficient funds to make payment. Due to limited cash resources during the third and fourth quarters of 2004, the Company accrued but did not pay Mr. Walters amounts payable under his contract. No benefits are provided to the Consultant by the Company other than the compensation for his services.

The Company entered into an Independent Contractor Agreement, effective November 1, 2003, with Becky Corigliano as a Consultant. Her consulting services initially were limited to treasurer and corporate secretary functions. As part of those services, she was the Secretary, Treasurer and Acting Chief Financial Officer. On March 4, 2004, she became the Chief Financial Officer. On November 12, 2004, the Agreement was renewed retroactively to November 1, 2004

by the Board of Directors for an additional one year period under the original terms. The initial term of this Agreement is for a period of one year from the effective date. Either party may terminate the Agreement upon 15 days written notice. As consideration for the performance of the services, the Company will pay the Consultant a fee of \$150 per day worked, prorated for each partial day worked. The Company also guarantees a minimum of 10 full days work per month, a minimum monthly payment of \$1,500. Consulting fees shall be accrued only if the Company at a future date does not have sufficient funds to make payment to the Consultant. Thereafter, payment would be subject to the discretion of the Board of Directors. The Consultant also will be reimbursed for reasonable expenses previously approved by the Company. As additional compensation for the services, the Company has issued 50,000 shares of common stock to the Consultant in 2003. The Consultant received an additional 67,103 shares of common stock subsequent to February 26, 2004 as a result of her designation as Chief Financial Officer. The shares issued to her were treasury shares held by the Company. The shares are subject to the restricted securities requirements of the Securities Act of 1933. No benefits are provided to the Consultant by the Company other than the accrued compensation for her services. Ms. Corigliano is not an employee of the Company.

ITEM 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information in this item is provided for each shareholder known to the Company to be the beneficial owner of more than 5% of the outstanding shares of common stock as of February 1, 2005 (15,384,117 shares), each director or nominee, the executive officers of the Company, and current executive officers and directors as a group.

With the exception of Mr. Hallauer, no shareholder of record presently owns more than ten percent (10%) of the outstanding shares of common stock of the Company, nor would the exercise of warrants issued by the Company increase any shareholder ownership of record for any shareholder other than Mr. Hallauer to more than ten percent (10%), assuming that all outstanding warrants are exercised.

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class
Common	Wilbur G. Hallauer	1,681,875	10.9%
Common	Richard R. Walters, President, Chief Executive Officer and Director	809,060	5.2%
Common	William Orchow, Director	182,500 (2)	1.2%
Common	Charles G. Bigelow, Director	170,000 (1)(2)	1.1%
Common	James A. Fish, Director	167,000 (1)(2)	1.1%
Common	James K. Duff, Director	155,000 (1)(2)	1.0%
Common	Kenneth S. Eickerman, Director	100,000 (2)	0.7%
Common	Jackie E. Stephens, Director	105,000 (1)(2)	0.7%
Common	Becky Corigliano, Chief Financial Officer	117,103	0.8%
Common	All current executive officers and directors as a group	1,805,663	11.5%

(1) Includes options to purchase 5,000 shares of common stock issued on March 4, 2004.

(2) Includes options to purchase 50,000 shares of common stock issued on December 31, 2004.

Changes in Control

There are no arrangements known to the Company the operation of which may at a subsequent time result in the change of control of the Company.

ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

On January 21, 2005, the Company separately had related party transactions with William Orchow, a director, Wilbur G. Hallauer and another shareholder in which these parties advanced an aggregate amount of \$100,000 to the Company for operating capital purposes. The advances were evidenced by six month promissory notes payable on demand with accrued interest at 6% per annum. The notes mature on July 20, 2005. The principal and interest are convertible into restricted common shares and warrants at the discretion of the Company at \$0.30 per share prior to the maturity date.

ITEM 13. EXHIBITS

Exhibit No.	Description
3.(i)	Amendment to Articles of Incorporation of Little Squaw Gold Mining Company dated January 27, 2004 (a)
10.1	Independent Contractor Agreement, dated as of June 30, 2003, between Little Squaw and Richard R. Walters, (a)
10.2	Independent Contractor Agreement, dated as of November 1, 2003, between Little Squaw and Becky Corigliano (a)
10.3	2003 Share Incentive Plan, dated October 11, 2003, and effective January 27, 2004 (a)
10.4	Form of 2003 Share Incentive Plan Stock Option Agreement and Exhibit A (a)
10.5	Private Placement Agreement with Strata Partners (b)
10.6	Orchow Convertible Promissory Note dated January 23, 2005 (b)
10.7	Hallauer Convertible Promissory Note dated January 26, 2005 (b)
31.1	Certification of President Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (b)
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (b)
32.1	Certification of President Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (b)
32.2	Certification of the Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (b)
(a)	Previously filed in electronic format as an Exhibit to the Company's Form 10-KSB on March 29, 2004 and incorporated herein by reference.
(b)	Exhibits filed with this Form 10-KSB

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Audit Fees

The aggregate fees billed by Decoria, Maichel and Teague, P.S. for professional services for the audit of the annual financial statements of the Company and the reviews of the financial statements included in the Company's quarterly reports on Form 10-QSB for 2003 and 2004 were \$10,386 and \$11,000 respectively. The aggregate fees paid in 2003 to LeMaster & Daniels, PLLC for auditing services for the audit of the 2002 annual financial statements of the Company were \$4,000.

Audit-Related Fees

In addition to Audit Fees reported above, the Company paid additional fees of \$1,184 to LeMaster & Daniels, PLLC in connection with a review of the 2003 audit. There were no additional related fees in 2004.

Tax Fees

The aggregate fees billed by Decoria, Maichel and Teague, P.S. during the last two fiscal years for professional services rendered by the authorized independent public accountants for tax compliance for 2003 and 2004 were \$270 and \$0, respectively.

All Other Fees

The Company paid \$247 to LeMaster & Daniels, PLLC in 2004 for review of the Form 8-K filed on December 11, 2003 and the amended filing of the 8-K on December 17, 2003.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the Company caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LITTLE SQUAW GOLD MINING COMPANY

/s/ Richard R. Walters
By: Richard R. Walters
President

Date: March 28, 2005

In accordance with Section 13 or 15(d) of the Exchange Act, the Company caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LITTLE SQUAW GOLD MINING COMPANY

/s/ Becky Corigliano

By: Becky Corigliano
Chief Financial Officer

Date: March 28, 2005

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the Company and in the capacities and on the dates indicated.

Date: March 28, 2005 /s/ Charles G. Bigelow
Charles G. Bigelow, Director

Date: March 28, 2005 /s/ James K. Duff
James K. Duff, Director

Date: March 28, 2005 /s/ Kenneth S. Eickerman
Kenneth S. Eickerman, Director

Date: March 28, 2005 /s/ James A. Fish
James A. Fish, Director

Date: March 28, 2005 /s/ Jackie E. Stephens
Jackie E. Stephens, Director

Date: March 28, 2005 /s/ Richard R. Walters
Richard R. Walters, Director

Date: March 28, 2005 /s/ William Orchow
William Orchow, Director

PLACEMENT AGENT AGREEMENT

This Placement Agent Agreement (“Agent Agreement”) is entered into this 25 day of February, 2005, by and between **LITTLE SQUAW GOLD MINING COMPANY**, an Alaska corporation (the “Company”) and **STRATA PARTNERS, LLC**, a Washington limited liability company (the “Agent”). The Company and the Agent have signed a Term Sheet dated January 14, 2005, setting forth the general terms and conditions for a private placement of units by the Agent on a best efforts basis for the Company. The Term Sheet is attached hereto as Exhibit A. The purpose of this Agent Agreement is to set forth the terms and conditions of the agency relationship between the Company and the Agent.

1. Engagement of Agent. The Company engages Strata Partners, LLC, a Washington limited liability company, as Placement Agent for the Company, with respect to the sale by the Company in a private placement transaction of 9,166,666 units of the Company to investors (the “Offering”).

2. Description of the Offering. The Company intends to offer to prospective investors an aggregate of Two Million Seven Hundred Fifty Thousand Dollars (U.S. \$2,750,000) of its shares of Common Stock and Warrants as a Unit at U.S. \$0.30 per unit. The Units will consist of one share of common stock of the Company (“Common Shares”) and one warrant (“Warrant”) entitling the holder of the Common Shares to acquire one additional share of common stock of the Company at U.S. \$0.45 per share for the period of one year from the date of issue of the Common Shares to the holder. The exercise price for the Warrants will increase to U.S. \$0.55 for the period of the second year from the date of issue and further increase to U.S. \$0.75 for the period of the third year from the date of issue. The Company reserves the right to use the closing date for the Offering or date of last sale as the “Issue Date” for the exercise periods for the Warrants.

The minimum purchase for each investor is 150,000 Units (U.S. \$45,000).

The Units to be issued, and the Common Shares and Warrants comprising the Units, and the Common Shares issuable upon exercise of the Warrants (collectively, with the Warrants issuable to the Agents under Section 3.2, the “Securities”) have not been registered with the Securities and Exchange Commission, pursuant to the provisions of the Securities Act of 1933, as amended (the “1933 Act”), or with state commissions or agencies pursuant to the securities laws of the states in which offerees for the Offering may receive the Memorandum. The Units are being sold in reliance on exemptions from the state and federal registration requirements and, when acquired, will be considered restricted securities as that term is defined in Rule 144 promulgated pursuant to the provisions of the 1933 Act. Any certificate issued for the Units will bear a legend stating, in substance, that the Units may not be sold, assigned or transferred for value in the absence of an effective registration statement or an opinion of counsel acceptable to the Company that such registration is not required.

The Company will grant each investor the registration rights set forth in the Registration Rights Declaration attached hereto as Exhibit C (the "Registration Rights Declaration").

The Company has the right to terminate the Offering at any time and may accept subscriptions for less than all the Units in its discretion. The Company also reserves the right to sell Units to any person at any time. The Offering will be more fully described in a Private Placement Memorandum (the "Memorandum"); the Company expects to complete preparation of this Memorandum on or before March 15, 2005.

3. Agent's Compensation. In consideration for the services to be performed by the Agent, the Company shall pay to the Agent, or cause the Agent to be paid, compensation as provided in this section within five (5) business days of the Company's receipt of funds from the purchasers of the Common Shares.

3.1 Cash Compensation. The Company shall pay to the Agent a cash compensation fee in U.S. dollars in an amount equal to five percent (5%) of the gross proceeds of the Offering received by the Company.

3.2 Warrants. The Agent also will receive Warrants to purchase additional restricted shares of common stock of the Company equal to five percent (5%) of the total number of Common Shares sold by the Company in the Offering. The terms, conditions and exercise price of the warrants to be issued to the Agent shall be identical to the terms, conditions and exercise price of the Warrants issued by the Company in the Offering. The Company hereby agrees to grant the Agents the same registration rights granted to Investors under the Registration Rights Declaration.

4. Representations and Warranties of the Company. The Company represents and warrants that:

4.1 The Company is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Alaska with power and authority to own assets and to conduct its business as will be described in the Memorandum. The Company does not have any subsidiaries.

4.2 The Company has an authorized and outstanding capitalization, including common shares, preferred stock, options, warrants and convertible securities, as set forth on Exhibit A. The Memorandum will include a true, accurate and correct description of the Company's Common Shares, preferred stock, options, warrants and convertible securities. The Common Shares, when issued and delivered, shall be duly and validly issued, fully paid and non-assessable.

4.3 The Memorandum will not contain any untrue statement or material fact or omit to state any material fact required to be stated or necessary to make the statements in the Memorandum not misleading; provided, however, that this representation and

warranty does not apply to statements or omissions made in reliance upon and in conformity with information furnished to the Company in connection with the Memorandum by Agent directly or through or by counsel on Agent's behalf. The financial statements and schedules included in the Memorandum will present fairly the cost of the assets, the liabilities, and the capital stock of the Company as of the dates of such statements and schedules, all in conformity with generally accepted accounting principles.

4.4 Neither the execution and delivery of this Agent Agreement, nor the consummation of the transactions contemplated in this Agent Agreement (in compliance with the terms and provisions of this Agent Agreement), shall conflict with, or result in a breach of, the Articles of Incorporation of the Company, Bylaws of the Company, or any other agreement or instrument to which the Company is a party or by which it is bound.

4.5 This Agent Agreement has been duly authorized, executed, and delivered on behalf of the Company, and is the valid, binding, and enforceable obligation of the Company, except to the extent that obligations concerning indemnification under this Agent Agreement may be limited by applicable securities laws or federal bankruptcy provisions.

4.6 No authorization, approval, or consent of any regulatory body or authority will be required for the valid authorization, issuance, sale, and delivery of the Securities, or, if so required, all authorizations, approvals, and consents will be obtained and will be in full force and effect as of the issuance date for the Securities.

4.7 The Company owns, possesses or has obtained, all governmental, administrative and third party licenses, permits, certificates, registrations, approvals, consents and other authorizations (collectively, "Permits") necessary to own or lease (as the case may be) its properties, and to conduct its businesses as currently conducted, except such Permits the failure of which to obtain would not have a material adverse effect on the business, properties, operations, financial condition or results of operations of the Company; the Company has not received any notice of proceedings relating to the revocation, modification or suspension of any Permits which would have a material adverse effect on the Company, or notice of any circumstance which would lead it to believe that such proceedings are reasonably likely.

The Company will obtain such Permits as are necessary for the future operations, prior to commencement of any such operations.

4.8 The business and operations of the Company to its knowledge have been conducted in accordance with all applicable laws, rules and regulations of all governmental authorities, except for such violations which would not, individually or in the aggregate, have a material adverse effect on the financial condition or business of the Company.

4.9 The issuance of the Securities will not be subject to any pre-emptive right

or other contractual right to purchase securities granted by the Company or to which the Company is bound.

4.10 The Company has complied and will comply fully with the requirements of all applicable corporate and securities laws in all matters relating to the Offering.

4.11 There are no legal or governmental actions, suits, proceedings or investigations pending or, to the Company's knowledge, threatened, to which the Company is or may be a party or of which property owned or leased by the Company is or may be the subject, or related to environmental, title, discrimination or other matters, which actions, suits, proceedings or investigations, individually or in the aggregate, could have a material adverse effect on the Company.

4.12 There are no judgments against the Company which are unsatisfied, nor is the Company subject to any injunction, judgment, decree or order of any court, regulatory body, administrative agency or other governmental body.

4.13 The Company is not in violation of its organizational or incorporating documents nor in violation of, or in default under, any lien, mortgage, lease, agreement or instrument, except for such defaults which would not, individually or in the aggregate, have a material adverse effect on the financial condition, properties or business of the Company.

4.14 Subject to the accuracy of the representations and warranties of the Agent contained in this Agent Agreement, and in the subscription agreements to be executed by investors in connection with the Offering, the offer, sale and issuance of the Securities as contemplated by this Agreement are exempt from the registration requirements of the 1933 Act and from the registration or qualifications requirements of the state securities or "blue sky" laws and regulations of any applicable state or other applicable jurisdiction.

4.15 The Company's shares of common stock are quoted for trading on the National Association of Securities Dealers over-the-counter electronic bulletin board (the "OTCBB").

4.16 No order ceasing, halting or suspending trading in securities of the Company nor prohibiting the sale of such securities has been issued to and is outstanding against the Company or its directors, officers or promoters, and, to the best of the Company knowledge, no investigations or proceedings for such purposes are pending or threatened.

4.17 Neither the Company nor any subsidiary thereof will have taken any action which would be reasonably expected to result in the delisting or suspension of quotation of the Common Shares on or from the OTCBB and the Company will have complied, in all material respects, with any rules and regulations of eligibility on the OTCBB.

4.18 The Company is a "reporting issuer" under section 12 of the Securities Exchange Act of 1934, as amended (the "1934 Act") and is not in default of any of the requirements of the 1934 Act.

4.19 As of their respective filing dates, each report, schedule, registration

statement and proxy filed by the Company with the United States Securities and Exchange Commission (“SEC”) after June 30, 2003 (each, an “SEC Report” and collectively, the “SEC Reports”) (and if any SEC Report filed prior to the date of this Agreement but after June 30, 2003 was amended or superseded by a filing prior to the date of this Agreement, then also on the date of filing of such amendment or superseding filing), (i) where required, were prepared in all material respects in accordance with the requirements of the 1933 Act, or the 1934 Act, as the case may be, and the rules and regulations promulgated under such Acts applicable to such SEC Reports, (ii) did not contain any untrue statements of a material fact and did not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (iii) are all the forms, reports and documents required to be filed by the Company with the SEC since June 30, 2003. Each set of audited consolidated financial statements and unaudited interim financial statements of the Company (including any notes thereto) for the fiscal years ended December 31, 2003 and December 31, 2004 included in the SEC Reports (i) complies as to form in all material respects with the published rules and regulations of the SEC with respect thereto, and (ii) have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto) and fairly present, in all material respects, the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended subject, in the case of the unaudited interim financial statements, to normal year-end adjustments which were not or are not expected to be material in amount. To the Company’s knowledge, no events or other factual matters exist which would require the Company to file any amendments or modifications to any filed SEC Reports.

4.20 Each SEC Report containing financial statements that has been filed with or submitted to the SEC since June 30, 2003, was accompanied by the certifications required to be filed or submitted by the Company’s chief executive officer and chief financial officer pursuant to the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”); at the time of filing or submission of each such certification, to the best knowledge of the chief executive officer and chief financial officer, such certification was true and accurate and complied with the Sarbanes-Oxley Act and the rules and regulations promulgated thereunder; such certifications contain no qualifications or exceptions to the matters certified therein and have not been modified or withdrawn; and neither the Company nor any of its officers has received notice from any governmental entity questioning or challenging the accuracy, completeness, form or manner of filing or submission of such certification.

4.21 There is no fact known to the Company which the Company has not publicly disclosed which materially adversely affects, or so far as the Company can reasonably foresee, will materially adversely affect, the assets, liabilities (contingent or otherwise), capital, affairs, business, prospects, operations or condition (financial or otherwise) of the Company or the ability of the Company to perform its obligations under this Agreement.

4.22 Except as disclosed in the SEC Reports, the Company has filed all federal, state, local and foreign tax returns which, to the Company's knowledge, are required to be

filed, or have requested extensions thereof, and have paid all taxes required to be paid by them and any other assessment, fine or penalty levied against them, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith.

4.23 There are no liens for taxes on the assets of the Company except for taxes not yet due, and there are no audits of any of the tax returns of the Company which are known by the Company' management to be pending; there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Company.

4.24 The Company is not an "investment company" within the meaning of the Investment Company Act of 1940.

4.25 Neither the Company nor any of its affiliates, nor any person acting on its or their behalf (i) has made or will make any "directed selling efforts" (as such term is defined in Regulation S of the 1933 Act) in the United States, or (ii) has engaged in or will engage in any form of "general solicitation" or "general advertising" (as such terms are defined in Rule 502 (c) under Regulation D of the 1933 Act) in the United States with respect to offers or sales of the Securities.

4.26 The Company has not, for a period of six months prior to the date hereof, sold, offered for sale or solicited, and will not for a period of six months after the Closing Date, offer, sell or solicit, any offer to buy any of its securities in a manner that would be integrated with the offer and sale of the Units and which would cause the exemption from registration set forth in Rule 506 of Regulation D or Rule 903 of Regulation S of the 1933 Act to become unavailable with respect to the offer and sale of the Securities. "Closing Date" for the purposes of this Agent Agreement means the date on which the last closing of the Units are issued under the Offering.

4.27 The warranties and representations in this section are true and correct and will remain so as of the Closing Date.

5. Representations and Warranties of the Agent. The Agent represents and warrants that:

(a) The Agent is a limited liability company formed under the laws of the State of Washington, validly existing and in good standing, with all requisite power and authority to enter into this Agent Agreement and to carry out its obligations hereunder.

(b) This Agent Agreement has been duly authorized, executed and delivered by the Agent and is a valid and binding agreement enforceable in accordance with its terms.

(c) The Agent is duly registered pursuant to the provisions of the 1934 Act, as a broker-dealer and is a member in good standing of the National Association of Securities Dealers, Inc. ("NASD") and duly registered as a broker-dealer in those states

in which the Agent is required to be so registered in order to carry out the Offering contemplated by the Memorandum.

(d) The Agent will use its best efforts to conduct the Offering in compliance with the requirements of Regulation D and in this regard the Agent will have:

(i) During the course of the Offering, and to the extent any representations are made concerning the Offering or matters set forth in the Memorandum, not made any untrue statement of a material fact and not omitted to state a material fact required to be stated or necessary to make any statement not misleading;

(ii) Not offered, offered for sale, or sold the Units, except to the extent permitted by Regulation D, by means of:

(A) Any advertisement, article, notice, or other communication mentioning the Units published in any newspaper, magazine or similar medium or broadcast over television or radio;

(B) Any seminar or meeting, the attendees of which have been invited by any general solicitation or general advertising; or

(iii) Prior to the sale of any of the Units, reasonably believed that each subscriber and his or her purchaser representative, if any, met the suitability and other investor standards set forth in the Memorandum and the Blue Sky Survey prepared by Company Counsel pursuant to Section 9.(c) of this Agent Agreement; the Agent will prepare and maintain memoranda and other appropriate records substantiating the foregoing;

(iv) Only used sales materials other than the Memorandum which have been approved for use in this Offering by the Company;

(v) During the course of the Offering provided each offeree with a copy of the Memorandum;

(vi) Until the last closing date, promptly distributed any supplement or amendment to the Memorandum received from the Company to persons who previously received a copy of the Memorandum and who the Agent believes continue to be interested in the Company and included such supplement or amendment in all deliveries of the Memorandum made after receipt of any such supplement or amendment; and

(vii) Not made any representations on behalf of the Company other than those contained in the Memorandum, nor have acted as an agent of the Company in any other capacity except as expressly set forth herein.

6. Covenants of the Company. The Company covenants that:

6.1 Amendments and Supplements. The Company shall not at any time make any amendment or supplement to the Memorandum without previously providing Agent with (a) a copy of such amendment or supplement, and (b) a reasonable opportunity to comment regarding the same.

6.2 Copies of Memorandum. The Company shall deliver to Agent, without charge, from time to time during the term of this Agent Agreement, as many copies of the Memorandum as Agent reasonably may request, and the Company consents to the use of the Memorandum as permitted by applicable state and federal securities laws.

6.3 Compliance with Laws. The Company shall use best efforts to comply with, and to continue to comply with, applicable state and federal securities and other laws so as to permit the continuation of the Offering.

6.4 Stop Order. The Company promptly shall notify Agent in the event of (a) the issuance by any federal or state securities commission or authority of any stop order suspending the effectiveness of the Memorandum, or (b) the institution or notice of the intended institution of any action or proceeding for that purpose. The Company shall make every reasonable effort to prevent the issuance of a stop order, and, if a stop order is issued at any time, to obtain the withdrawal of the order at the earliest possible time.

6.5 Outstanding Capitalization. On the Closing Date, the Company will deliver to the Agent a certificate of its Chief Executive Officer setting forth the authorized and outstanding capitalization, including common shares, preferred stock, options, warrants and convertible securities, on the Closing Date after giving effect to the Closing.

6.6 Exclusivity. Until the later of March 1, 2005, or 21 days after the completion of the Memorandum, the Company will not, and will cause its directors, officers, employees, agents and representatives not to, directly or indirectly, solicit or entertain offers from, or in any manner encourage, accept, or consider any proposal of, any other person relating to the acquisition of the Company, shares of its capital stock, securities convertible into or exchangeable for shares of its capital stock, or the Company's assets or businesses, in whole or in part, whether directly or indirectly, through purchase, merger, consolidation, original issuance, or otherwise, except in the case that the Company is negotiating to acquire properties or interests from other parties, to the extent that the Company may offer capital stock as part of the acquisition. The Company will immediately notify Agent regarding any contact between the Company, any of its directors, officers, employees, representatives or any other person regarding any offer, proposal, or inquiry during this exclusivity period.

The Company, however, may borrow funds from affiliated persons pursuant to loan documents granting the affiliates the right to convert the loan into a purchase of shares and warrants upon the same terms as will set forth in the Memorandum.

7. Covenants of the Agent. The Agent will use its best efforts to conduct the Offering in a manner intended to be in compliance with the offering procedures and the suitability standards set forth in the Memorandum and with the requirements of Regulation D of the 1933 Act, and the 1934 Act. The Agent will:

(a) During the course of the Offering, and to the extent any representations other than those set forth in the Memorandum are made, not make any untrue statement of a material fact or omit to state a material fact required to be stated or necessary to make any statement made not misleading concerning the Offering, or any matters set forth in or contemplated by the Memorandum; and

(b) Take all actions necessary to fulfill its duties under Rule 15c2-4 under the 1934 Act, which duties relate to transmission or maintenance of funds received from potential participants.

8. Expenses of Offering. The Company will pay all expenses incurred by it in the performance of its obligations to be set forth in the Memorandum, including but not limited to the fees and expenses of the Company's counsel and accountants and the cost of qualifying the Offering, and the sale of the Units, in various states or obtaining an exemption from state registration requirements. The Company will reimburse the Agent for actual expenses, including but not limited to accounting, legal and professional fees, incurred by the Agent in connection with the Offering, not to exceed one-half percent (0.5%) of the gross offering proceeds.

The provisions of this Section shall survive any termination of this Agent Agreement.

9. Conditions to Agent's Obligations. The obligations of the Agent in this Agent Agreement shall be subject to the accuracy of and compliance with, as of the date hereof, and on each closing date for the sale of the Common Shares, the representations, covenants, and warranties contained in Sections 4 and 6 hereof, the performance by the Company of its obligations hereunder, and to the following further conditions:

(a) The Agent shall have received on or before the commencement date for the Offering an opinion from Paine, Hamblen, Coffin, Brooke & Miller LLP, Spokane, Washington (the "Company Counsel") satisfactory in form and substance to the Agent and its counsel, to the effect that:

(i) Upon the commencement date of the Offering, the Company will be a company in good standing and validly existing under the laws of the State of Alaska, fully authorized to transact the business in which it is engaged, and authorized to enter into this Agent Agreement;

(ii) The Common Shares, Warrants and Common Shares issuable upon exercise of the Warrants when issued and sold will be validly and legally issued and the offering of the Common Shares, Warrants and Common Shares will be as described in the Memorandum have been duly authorized by the Company;

(iii) The Offering will not result in the breach of any of the terms or conditions of, or constitute a default under any loan commitment, agreement, or other instrument of which such counsel has knowledge and to which the Company is a party or violate any order of any court or any federal or state regulatory body or administrative agency having jurisdiction over the Company or over the Company's property;

(iv) To the best knowledge of such Company Counsel, upon reasonable inquiry, there is not in existence, pending nor threatened any action, suit or proceeding to which the Company or any director thereof is a party, except as may be set forth in the Memorandum or any supplement thereto, before any court or governmental agency or body, which action, suit or proceeding might, if decided adversely, materially affect the subject matter of this Agent Agreement, the Offering or the financial condition, business or prospects of the Company;

(v) The disclosures to be made in the Memorandum, together with the Company's offer to each subscriber to provide access to additional information, are sufficient to satisfy the "information requirements" of Rule 502 of Regulation D assuming the receipt by each subscriber of a copy of the Memorandum;

(vi) registration under the 1933 Act of the Securities is not required for the offer and sale thereof to the investors in accordance with the provisions of this Agreement

(vii) In rendering the opinions to be set forth, the Company Counsel, as to factual matters, may rely upon certificates, statements, letters, representations or affidavits of the Company and its officers, any public records of the Company, certificates of public officials and letters of independent certified public accountants.

(b) The Agent will receive on the commencement of the Offering, a certificate from the Company stating that the representations and warranties made in this Agent Agreement are true and correct, as if made on the commencement date of the Offering; the certificate further will state that the Company has complied with all agreements and covenants and that the Memorandum does not include any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Agent will receive on the commencement date of the Offering a

survey prepared by Company Counsel and addressed to the Company and to the Agent relating to the securities laws of the jurisdictions in which the Company and the Agent have agreed to make offers to potential investors. This survey shall be referred to as the "Blue Sky Survey." Company Counsel and the Agent shall agree upon the form and statements to be made in the Blue Sky Survey.

10. Conditions to Company's Obligations. The obligations of the Company shall be subject to the accuracy as of the date hereof and on the commencement date of the Offering of the representations and warranties made by the Agent in Sections 5 and 7 of this Agent Agreement.

11. Indemnification.

(a) The Company agrees that it shall indemnify and hold harmless, Agent, its members, directors, officers, employees, agents, affiliates and controlling persons within the meaning of Section 20 of the 1934 Act and Section 15 of the 1933 Act (any and all of whom are referred to as an "Indemnified Party"), from and against any and all losses, claims, damages, liabilities, or expenses, and all actions in respect thereof (including, but not limited to, all legal or other expenses reasonably incurred by an Indemnified Party in connection with the investigation, preparation, defense or settlement of any claim, action or proceeding, whether or not resulting in any liability), incurred by an Indemnified Party: (i) arising out of, or in connection with, any actions taken or omitted to be taken by the Company, its affiliates, employees or agents, or any untrue statement or alleged untrue statement of a material fact contained in any of the financial or other information furnished to the Agent by or on behalf of the Company or the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or (ii) with respect to, caused by, or otherwise arising out of any transaction contemplated by the Agreement or the Agent's performing the services contemplated hereunder; provided, however, the Company will not be liable under clause (ii) hereof to the extent, and only to the extent, that any loss, claim, damage, liability or expense is finally judicially determined to have resulted primarily from the Agent's gross negligence or bad faith in performing such services.

(b) The Agent will indemnify and hold harmless the Company, its stockholders, directors, officers, employers, agents, affiliates and controlling persons (any and all of whom are referred to as an "Indemnified Party") from and against any losses, claims, damages, or liabilities, joint or several, to which the Indemnified Party may become subject, under the 1933 Act, the 1934 Act, the various state securities acts or otherwise insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Memorandum, in any other offering documentation or state "blue sky" application prepared on behalf of the Company or any amendment or supplement thereto, or arise out of or are based upon the omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in

light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Memorandum, in any other offering documentation or in any state "blue sky" application prepared on behalf of the Company or such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by the Agent specifically for use in the preparation thereof. The Agent also will reimburse the Indemnified Party for such legal or other expenses reasonably incurred in connection with investigating or defending any such loss, claim, damage, liability or action as to which the Agent is required to indemnify the Indemnified Party. Notwithstanding the foregoing, in no event shall the Agent's obligation to indemnify the Company exceed the net compensation actually received by the Agent under Section 3 of this Agent Agreement.

If the indemnification provided for herein is conclusively determined (by an entry of final judgment by a court of competent jurisdiction and the expiration of the time or denial of the right to appeal) to be unavailable or insufficient to hold any Indemnified Party harmless in respect to any losses, claims, damages, liabilities or expenses referred to therein, then the Company with respect to Section 11(a) or the Agent with respect to Section 11 (b) of this Agreement shall contribute to the amounts paid or payable by such Indemnified Party in such proportion as is appropriate and equitable under all circumstances taking into account the relative benefits received by the Company on the one hand and the Agent on the other, from the transaction or proposed transaction under the Agent Agreement or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Agent on the other, but also the relative fault of the Company and the Agent; provided, however, in no event shall the aggregate contribution of the Agent and/or any Indemnified Party be in excess of net compensation actually received by the Agent and/or such Indemnified Party pursuant to this Agreement.

Neither the Company nor the Agent shall settle or compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, claim, suit or proceeding in which any Indemnified Party is or could be a party and as to which indemnification or contribution could have been sought by such Indemnified Party hereunder (whether or not such Indemnified Party is a party thereto), unless such consent or termination includes an express unconditional release of such Indemnified Party, reasonably satisfactory in form and substance to such Indemnified Party, from all losses, claims, damages, liabilities or expenses arising out of such action, claim, suit or proceeding.

The foregoing indemnification and contribution provisions are not in lieu of, but in addition to, any rights which any Indemnified Party may have at common law hereunder or otherwise, and shall remain in full force and effect following the expiration or termination of the Agent's engagement and shall be binding on any successors or assigns of the Company and successors or assigns to all or substantially all of the Company's business or assets.

The provisions of this Section shall survive any termination of this Agent Agreement.

12. Notices. Any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by fax, three days after being mailed by first class mail, or one day after being sent by a nationally recognized overnight delivery service, charges and postage prepaid, properly addressed to the party to receive such notice, at the following address or fax number for such party (or at such other address or fax number as shall hereafter be specified by such party by like notice):

(a) If to the Company, to:

Little Squaw Gold Mining Company
ATTN: Richard R. Walters, President
3412 South Lincoln Drive
Spokane, WA 99203-1650

With copy to:

Paine, Hamblen, Coffin, Brooke & Miller LLP
717 W. Sprague Ave., #1200
Spokane, WA 99201
Attn: Lawrence R. Small, Esq.

(b) If to the Agent, to:

Strata Partners, LLC
ATTN: Rhett A. Gustafson, President
219 Lake Street South, Suite C
Kirkland, WA 98033

With copy to:

Dorsey & Whitney LLP
1420 Fifth Avenue, Suite 3400
Seattle, WA 98101
Attn: Kenneth Sam, Esq.

The provisions of this Section shall survive any termination of this Agent Agreement.

13. Company to Control Transactions. The prices, terms and conditions under which the Company shall offer or sell any Units [shall be/has been] determined by the Company in its sole discretion. The Company shall have the authority to control all discussions and negotiations regarding any proposed or actual offering or sale of Units. Nothing in this Agent Agreement shall obligate the Company to actually offer or sell any Units or consummate any transaction. The Company may terminate any negotiations or discussions at any time and reserves the right not to proceed with any offering or sale of Units; provided, however, that the

Company shall reimburse the Agent for actual expenses incurred by the Agent in connection with the Offering upon such termination without respect to the limitations set forth in Section 8. The provisions of this Section shall survive any termination of this Agent Agreement.

14. Confidentiality of Company Information. The Agent, and its officers, directors, employees and agents shall maintain in strict confidence and not copy, disclose or transfer to any other party (1) all confidential business and financial information regarding the Company and its affiliates, including without limitation, projections, business plans, marketing plans, product development plans, pricing, costs, customer, vendor and supplier lists and identification, channels of distribution, and terms of identification of proposed or actual contracts and (2) all confidential technology of the Company. In furtherance of the foregoing, the Agent agrees that it shall not transfer, transmit, distribute, download or communicate, in any electronic, digitized or other form or media, any of the confidential technology of the Company. The foregoing is not intended to preclude the Agent from utilizing, subject to the terms and conditions of this Agent Agreement, the Memorandum and/or other documents prepared or approved by the Company for use in the Offering.

All communications regarding any possible transactions, requests for due diligence or other information, requests for facility tours, product demonstrations or management meetings, will be submitted or directed to the Company, and the Agent shall not contact any employees, customers, suppliers or contractors of the Company or its affiliates without express permission. Nothing in this Agent Agreement shall constitute a grant of authority to the Agent or any representatives thereof to remove, examine or copy any particular document or types of information regarding the Company, and the Company shall retain control over the particular documents or items to be provided, examined or copied. If the Offering is not consummated, or if at any time the Company so requests, the Agent and its representatives will return to the Company all copies of information regarding the Company in their possession.

The provisions of this Section shall survive any termination of this Agent Agreement.

15. Press Releases and Announcements. The Company shall control all press releases or announcements to the public, the media or the industry regarding any offering, placement, transaction or business relationship involving the Company or its affiliates. Except for communication to Offerees in furtherance of this Agent Agreement and the provision of the Memorandum, the Agent will not disclose the fact that discussions or negotiations are taking place concerning a possible transaction involving the Company, or the status or terms and conditions thereof.

16. Assignment Prohibited. No assignment of this Agent Agreement shall be made without the prior written consent of the other party.

17. Amendments. Neither party may amend this Agent Agreement or rescind any of its existing provisions without the prior written consent of the other party.

18. Governing Law. This Agent Agreement has been made in the State of

Washington and shall be construed, and the rights and liabilities determined, in accordance with the law of the State of Washington, without regard to the conflicts of laws rules of such jurisdiction.

19. Waiver. Neither Agent's nor the Company's failure to insist at any time upon strict compliance with this Agent Agreement or any of its terms nor any continued course of such conduct on their part shall constitute or be considered a waiver by Agent or the Company of any of their respective rights or privileges under this Agent Agreement.

20. Severability. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any sovereign government or regulatory body having jurisdiction over the subject matter of this Agent Agreement, such provision shall be deemed to be rescinded or modified in accordance with such law, rule or regulation. In all other respects, this Agent Agreement shall continue to remain in full force and effect.

21. Counterparts. This Agent Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agent Agreement. All counterparts so executed shall constitute one Agent Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart. Each of the parties hereto shall sign a sufficient number of counterparts so that each party will receive a fully executed original of this Agent Agreement.

22. Entire Agreement. This Agent Agreement and all other agreements and documents referred herein constitutes the entire agreement between the Company and the Agent. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein.

23. Arbitration. The parties agree that this Agent Agreement and all controversies that may arise between the Agent and the Company, whether occurring prior, on or subsequent to the date of this Agent Agreement, will be determined by arbitration in accordance with the rules and procedures of the NASD. The parties understand that:

- (a) Arbitration is final and binding on the parties.
- (b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- (c) Pre-arbitration discovery is generally more limited than and different from court proceedings.
- (d) The arbitrators' award is not required to include factual findings or legal

reasoning and any party's right to appeal or to seek modification or rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The parties agree that any arbitration under this Agent Agreement will be held at the facilities of and before an Arbitration Panel appointed by the NASD. The award of the arbitrators, will be final, and judgments upon the award may be entered in any court, state or federal, having jurisdiction. The parties hereby submit themselves to the jurisdiction of any state or federal court for the purpose of entering such judgment.

Any forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agent Agreement except to the extent stated herein.

THIS AGREEMENT IS GOVERNED BY AN ARBITRATION CLAUSE CONTAINED IN SECTION 23 OF THIS AGENT AGREEMENT.

STRATA PARTNERS, LLC (the "Agent")

By: /s/ Rhett A. Gustafson (3/1/05)
Rhett A. Gustafson
Its: President

LITTLE SQUAW GOLD MINING COMPANY

By: /s/ Richard R. Walters
Richard R. Walters
Its: President

Exhibit A
Term Sheet

Private Placement Proposal
for
Little Squaw Gold Mining Company

Strata Partners, LLC

Little Squaw Gold Mining Company

SALE OF UP TO 9,166,666 SHARES OF COMMON STOCK

TERM SHEET

Strata Partners, LLC as Placement Agent

Little Squaw Gold Mining Company

Private Placement

Term Sheet

This term sheet summarizes the principal terms with respect to a potential private placement of Units of **Little Squaw Gold Mining Company**, 3412 S. Lincoln Drive, Spokane, WA 99203-1650 (“Little Squaw”, or the “Company”), by **Strata Partners, LLC**, 219 Lake Street South, Suite C, Kirkland, Washington 98033, (the “Agent”). This term sheet constitutes a legally binding obligation.

Issuer: **Little Squaw Gold Mining Company**, 3412 S. Lincoln Drive, Spokane, WA 99203-1650 (“Little Squaw”, or the “Company”)

Offering: Private Placement of Units on a best efforts basis representing Little Squaw treasury common shares and warrants to acquire Little Squaw common shares (the “Offering”).

Amount: Up to US \$2,750,000.00

Offering Price: US \$.30 per Unit.

Number of Units: 9,166,666 Units.

Units: Each Unit consists of 1 common share of Little Squaw (“Common Shares”) and 1 warrant (“Warrant”) which entitles the holder to acquire one Common Share of Little Squaw at US \$.45 for the period of one year from the date of issue, at US \$.55 for the period of the second year from the date of issue, and at US \$.75 for the period of the third year from the date of issue. If the Company does not complete an initial public offering on a Canadian exchange as defined by Canadian exchange, within one year from the date of issue, each holder of the Warrants is entitled to acquire one Common Share of Little Squaw at US \$.38 for the period of four months following the one- year anniversary of the issue date, after which the Warrants will expire.

Shares Outstanding: Little Squaw Common: 15,634,000 (Common)

Little Squaw Warrants: 1,040,000 (exercisable at US \$.45;
expiration will be extended to 12/31/05)

Little Squaw Options: 320,000 (exercisable at US \$.)

Fully diluted: 17,024,000 shares

Recent Share Price: (OTC Bulletin Board: LITS) US \$.40- US \$.50

Current Market

Capitalization: US \$6.4 million

Use of Proceeds: To fund a summer, 2005 geophysical exploration program which will include some drilling, to initiate the preliminary accounting and legal work related to a Canadian initial public offering, and for general corporate general and administrative expenses (as outlined in the Offering memorandum).

Hold Period: One year from the issue date.

Closing date: On or before March 1, 2005, or at a date to be mutually agreeable between the Company and the investors. Closing will be subject to negotiation of definitive legal documents and completion of legal and financial due diligence by the investor(s).

Agent: Strata Partners, LLC, 219 Lake Street South, Suite C, Kirkland, Washington, 98033.

Compensation: The placement fee shall consist of (A) cash in US dollars in an amount equal to 5% of the gross proceeds of the Offering, with the exception of any investment by Royal Gold, Inc. or any of its affiliates, for which Company will pay Agent 1.75% of gross proceeds. The placement fee shall also consist of (B) Broker's Warrants to purchase Little Squaw Common shares in an amount equal to 5% of the total Offering proceeds. The Broker's Warrants shall have identical terms to the warrants issued in the Little Squaw Unit Offering.

Expenses: The Company shall reimburse Agent for actual expenses, not to exceed .5% of offering proceeds.

Placement

Agreement: Company counsel shall draft an agreement outlining the terms and

conditions for the Offering, and the agreement between Little Squaw and Agent. Any changes to this term sheet must be approved by Agent.

Exclusivity:

Until March 1, 2005, the Company will not, and will cause its directors, officers, employees, agents, and representatives not to, directly or indirectly, solicit or entertain offers from, or in any manner encourage, accept, or consider any proposal of, any other person relating to the acquisition of the Company, shares of its capital stock, securities convertible into or exchangeable for shares of its capital stock, or the Company's assets or businesses, in whole or in part, whether directly or indirectly, through purchase, merger, consolidation, original issuance, or otherwise, **except in the case that the Company is negotiating to acquire properties or interests from other parties, to the extent that the Company may offer capital stock as part of the acquisition.** The Company will immediately notify Agent regarding any contact between the Company, any of its directors, Officers, employees, representatives or any other person regarding any offer, proposal, or inquiry during this exclusivity period.

The Company, however, may borrow funds from affiliated persons pursuant to loan documents granting the affiliates the right to convert the loan into a purchase of shares and warrants upon the same terms as set forth in this Proposal.

Arbitration:

Little Squaw and the Agent shall submit to mandatory arbitration to resolve any legal disputes.

Advice of Counsel:

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

Counterparts:

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which

taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

Applicable Law: This term sheet will be governed by and construed under the laws of the State of Washington.

Regulatory Approval: All terms contained herein are subject to regulatory approvals where necessary.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be duly executed and delivered this 14th day of January, 2005.

Little Squaw Gold Mining Company

/s/ Richard R. Walters

Richard R. Walters, President & Director

Strata Partners, LLC

/s/ Rhett A. Gustafson

Rhett A. Gustafson, President

Exhibit B

Capitalization Table

As of March 1, 2005 there are Fifteen Million Four Hundred Fourteen Thousand One Hundred Seventeen (15,414,117) shares of common stock outstanding, and no shares of preferred stock have been issued. Additionally, there are outstanding: 1) Purchase warrants for One Million Thirty Six Thousand Three Hundred Eighty Nine (1,036,389) common shares exercisable at Forty Five cents (\$0.45) on or before September 19, 2005, 2) Options for 20,000 common shares exercisable at Twenty Nine cents (\$0.29) on or before March 3, 2014, and 3) Options for 300,000 shares exercisable at Twenty Two cents (\$0.22) on or before December 31, 2014. On a fully diluted basis, the common shares outstanding are Sixteen Million Eight Hundred Thousand Five Hundred and Six (16,800,506). If all warrants and stock options were to be exercised, the Company would net, less of broker's commissions, \$491,537.

Exhibit C

Registration Rights Declaration

This Registration Rights Declaration is made in connection with the private placement transaction of 9,166,666 units of the Company to investors pursuant to the terms of that certain Placement Agent Agreement ("Agent Agreement") and is entered into on the 25th day of February, 2005, by and between **LITTLE SQUAW GOLD MINING COMPANY**, an Alaska corporation (the "Company") and **STRATA PARTNERS, LLC**, a Washington limited liability company (the "Agent"). Capitalized terms not defined herein shall have the definitions set forth in the Agent Agreement.

1. Registration Rights

- a. If the Company shall receive, at any time after the first anniversary of the Closing Date (as herein defined), a written request(s) ("Registration Notice") from Investors who, in the aggregate, hold not less than sixty-seven percent (67%) of the Common Shares sold in the Offering, the Company will prepare and file with the Securities and Exchange Commission (the "SEC") within ninety (90) calendar days after the delivery to the Company of the last Registration Notice(s) meeting the 67% (sixty-seven percent) requirement, a registration statement (on Form S-3, SB-1, SB-2, S-1, or other appropriate registration statement form reasonably acceptable to the Investor) under the 1933 Act (the "Registration Statement") to be declared or allowed to become effective within two hundred ten (210) calendar days after the delivery of the last Registration Notice, at the sole expense of the Company (except as specifically provided in Section 1c hereof), in respect of the Investors, so as to permit a public offering and resale of the Common Shares and Common Shares acquirable upon exercise of the Warrants (collectively, the "Registrable Securities") in the United States under the 1933 Act by the Investor as a selling stockholder and not as an underwriter. The Company shall use its best efforts to cause such Registration Statement to become effective within five (5) calendar days of the SEC clearance to request acceleration of effectiveness. The Company will notify the Investor of the effectiveness of the Registration Statement (the "Effective Date") within three (3) Trading Days (days in which the OTCBB is open for quotation) (each, a "Trading Day"). No Registration Notice shall be delivered prior to one year after the Closing Date.

The "Closing Date" shall be defined as the date upon which the Company accepts a subscription agreement from an investor for the purchase of the final Units available for sale in the Offering or the date upon which the Company terminates the Offering, if such termination occurs before the last Units are sold.

- b. The Company will maintain the Registration Statement or post-effective amendment(s) effective under the 1933 Act until the earlier of the date (i) all of the Registrable Securities have been sold pursuant to such Registration Statement, (ii) the Investor receives an opinion of counsel to the Company, which opinion and counsel shall be reasonably

acceptable to the Investor, that the Registrable Securities may be sold under the provisions of Rule 144 without limitation as to volume, (iii) all Registrable Securities, (or all Common Shares and Warrants, in the case of Warrants not then exercised) have been otherwise transferred to persons who may trade the Registrable Securities without restriction under the 1933 Act, and the Company has delivered a new certificate or other evidence of ownership for such Registrable Securities not bearing a restrictive legend, (iv) all Registrable Securities may be sold without any time, volume or manner limitations pursuant to Rule 144(k) or any similar provision then in effect under the 1933 Act in the opinion of counsel to the Company, which counsel shall be reasonably acceptable to the Investor, (v) the Company obtains the written consent of the Investor, or (vi) two (2) years from the Effective Date (the “Effectiveness Period”).

- c. All fees, disbursements and out-of-pocket expenses and costs incurred by the Company in connection with the preparation and filing of the Registration Statement and in complying with applicable securities and “blue sky” laws (including, without limitation, all attorneys' fees of the Company, registration, qualification, notification and filing fees, printing expenses, escrow fees, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration) shall be borne by the Company. The Investor shall bear the cost of underwriting and/or brokerage discounts, fees and commissions, if any, applicable to the Registrable Securities being registered and the fees and expenses of its counsel. The Investor and its counsel shall have a reasonable period, not to exceed five (5) Trading Days, to review the proposed Registration Statement or any amendment thereto, prior to filing with the SEC. The Company shall qualify any of the Registrable Securities for sale in such states as the Investor reasonably designates. However, the Company shall not be required to qualify in any state which will require an escrow or other restriction relating to the Company and/or the sellers, or which will require the Company to qualify to do business in such state or require the Company to file therein any general consent to service of process. The Company at its expense will supply the Investor with copies of the applicable Registration Statement and the prospectus included therein and other related documents in such quantities as may be reasonably requested by the Investor.
- d. Prior to the effectiveness of the Registration Statement filed pursuant to Section 1(a) of this Registration Rights Declaration, the rights to cause the Company to register Registrable Securities granted to the Investor by the Company under this Registration Rights Declaration may be assigned in full by an Investor in connection with a transfer by such Investor of not less than 500,000 Common Shares or not less than 125,000 Warrants, in either case in a single transaction to a single transferee purchasing as principal, provided, however, that (i) such transfer is otherwise effected in accordance with applicable securities laws; (ii) such Investor gives prior written notice to the Company; and (iii) such transferee agrees to comply with the terms and provisions of this Agreement, and such transfer is otherwise in compliance with this Agreement.
- e. If at any time or from time to time after the Effective Date, the Company notifies the Investor in writing of the existence of a Potential Material Event (as defined in Section 1(f)

below), the Investor shall not offer or sell any Registrable Securities or engage in any other transaction involving or relating to Registrable Securities, from the time of the giving of notice with respect to a Potential Material Event until the Investor receives written notice from the Company that such Potential Material Event either has been disclosed to the public or no longer constitutes a Potential Material Event (the "blackout period"). If a Potential Material Event shall occur prior to the date a Registration Statement is required to be filed, then the Company's obligation to file such Registration Statement shall be delayed without penalty for not more than thirty (30) calendar days. The Company must, if lawful, give the Investor notice in writing at least two (2) Trading Days prior to the first day of the blackout period.

- f. "Potential Material Event" means any of the following: (i) the possession by the Company of material information not ripe for disclosure in a registration statement, as determined in good faith by the Chief Executive Officer or the Board of Directors of the Company that disclosure of such information in a Registration Statement would be detrimental to the business and affairs of the Company; or (ii) any material engagement or activity by the Company which would, in the good faith determination of the Chief Executive Officer or the Board of Directors of the Company, be adversely affected by disclosure in a registration statement at such time, which determination shall be accompanied by a good faith determination by the Chief Executive Officer or the Board of Directors of the Company that the applicable Registration Statement would be materially misleading absent the inclusion of such information; provided that, (i) the Company shall not use such right with respect to the Registration Statement for more than an aggregate of 90 days in any 12-month period; and (ii) the number of days the Company is required to keep the Registration Statement effective shall be extended by the number of days for which the Corporation shall have used such right..
- g. The Investor will cooperate with the Company in all respects in connection with this Declaration, including timely supplying all information reasonably requested by the Company (which shall include all information regarding the Investor and proposed manner of sale of the Registrable Securities required to be disclosed in any Registration Statement) and executing and returning all documents reasonably requested in connection with the registration and sale of the Registrable Securities and entering into and performing its obligations under any underwriting agreement, if the offering is an underwritten offering, in usual and customary form, with the managing underwriter or underwriters of such underwritten offering. Any delay or delays caused by the Investor, or by any other purchaser of securities of the Company having registration rights similar to those contained herein, by failure to cooperate as required hereunder shall not constitute a breach or default of the Company under this Declaration.
- h. Whenever the Company is required by any of the provisions of this Declaration to effect the registration of any of the Registrable Securities under the 1933 Act, the Company shall (except as otherwise provided in this Declaration), as expeditiously as possible, subject to the assistance and cooperation as reasonably required of the Investor with respect to each Registration Statement:

- (i) (A) prior to the filing with the SEC of any Registration Statement (including any amendments thereto) and the distribution or delivery of any prospectus (including any supplements thereto), provide draft copies thereof to the Investor, in accordance with Section 1.c. of this Declaration, and reflect in such documents all such comments as the Investor (and its counsel), reasonably may propose respecting the Selling Shareholders and Plan of Distribution sections (or equivalents) and (B) furnish to the Investor such numbers of copies of a prospectus including a preliminary prospectus or any amendment or supplement to any prospectus, as applicable, in conformity with the requirements of the 1933 Act, and such other documents, as the Investor may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by the Investor;
- (ii) register and qualify the Registrable Securities covered by the Registration Statement under such other securities or blue sky laws of such jurisdictions as the Investor shall reasonably request (subject to the limitations set forth in Section 1(c) above), and do any and all other acts and things which may be necessary or advisable to enable the Investor to consummate the public sale or other disposition in such jurisdiction of the securities owned by the Investor;
- (iii) cause the Registrable Securities to be quoted or listed on each service on which the Common Shares of the Company is then quoted or listed;
- (iv) notify the Investor, at any time when a prospectus relating thereto covered by the Registration Statement is required to be delivered under the 1933 Act, of the happening of any event of which it has knowledge as a result of which the prospectus included in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and the Company shall prepare and file a curative amendment as promptly as commercially reasonable;
- (v) as promptly as practicable after becoming aware of such event, notify the Investor, (or, in the event of an underwritten offering, the managing underwriters) of the issuance by the SEC of any stop order or other suspension of the effectiveness of the Registration Statement at the earliest possible time and take all lawful action to effect the withdrawal, recession or removal of such stop order or other suspension; and
- (vi) provide a transfer agent and registrar for all securities registered pursuant to the Registration Statement and a CUSIP number for all such securities.

- i. With respect to any sale of Registrable Securities pursuant to a Registration Statement filed pursuant to this Registration Rights Declaration, the Investor hereby covenants with the Company (i) not to make any sale of the Registrable Securities without effectively causing the prospectus delivery requirements under the Securities Act to be satisfied and (ii) to notify the Company promptly upon disposition of all of the Registrable Securities.
- j. In addition to the registration rights set forth in Section 1.a., the Investors shall also have certain “piggy-back” registration rights as follows:
 - (i) If at any time after the issuance of the Registrable Securities, the Company shall file with the SEC a registration statement under the 1933 Act registering any shares of equity securities, the Company shall give written notice to each Investor prior to such filing.
 - (ii) Within twenty (20) calendar days after such notice from the Company, each Investor shall give written notice to the Company whether or not such Investor desires to have all of such Investor’s Registrable Securities included in the registration statement. If any Investor fails to give such notice within such period, such Investor shall not have the right to have Investor’s Registrable Securities registered pursuant to such registration statement. If any Investor gives such notice, then the Company shall include such Investor’s Registrable Securities in the registration statement, at Company’s sole cost and expense, subject to the remaining terms of this Section j.
 - (iii) If the registration statement relates to an underwritten offering, and the underwriter shall determine in writing that the total number of shares of equity securities to be included in the offering, including the Registrable Securities, shall exceed the amount which the underwriter deems to be appropriate for the offering, the number of shares of the Registrable Securities shall be reduced in the same proportion as the remainder of the shares in the offering and such participating Investor’s Registrable Securities included in such registration statement will be reduced proportionately. For this purpose, if other securities in the registration statement are derivative securities, their underlying shares shall be included in the computation. Each participating Investor shall enter into such agreements as may be reasonably required by the underwriters and each Investor shall pay the underwriters commissions relating to the sale of their respective Registrable Securities.
 - (iv) The Investors shall have an unlimited number of opportunities to have the Registrable Securities registered under this Section 1(k) provided that the Company shall not be required to register any Registrable Security or keep

any Registration Statement effective beyond such period required under Section 1(b) of this Agreement.

- (v) The Investor shall furnish in writing to the Company such information as the Company shall reasonably require in connection with a registration statement.

Section 2. Liquidated Damages and Specific Performance

- a. The Company acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of Section 1 of this Registration Rights Declaration and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in such Section 1 may be specifically enforced. In the event that the Registration Statement is not declared effective by the SEC within two hundred ten (210) calendar days from the commencement of the registration period as provided in Section 1.a. above, (a “Registration Default”), then the Company will pay Investor in cash, as liquidated damages for such failure and not as a penalty one percent (1%) of the aggregate price paid by the Investor for the Units in the Offering, and for each month thereafter until such Registration Statement, in the event of late effectiveness, has been declared effective. Such payment of the liquidated damages shall be made to the Investors in cash, within five (5) calendar days of demand, *provided, however,* that the payment of such liquidated damages shall not relieve the Company from its obligations to register the Registrable Securities pursuant to this Registration Rights Declaration. Notwithstanding anything to the contrary contained herein, a failure to maintain the effectiveness of a filed Registration Statement or the ability of an Investor to use an otherwise effective Registration Statement to effect resales of Securities during the period after forty-five (45) days and within ninety (90) days from the end of the Company’s fiscal year resulting solely from the need to update the Company’s financial statements contained or incorporated by reference in such Registration Statement shall not constitute a Registration Default and shall not trigger the accrual of liquidated damages hereunder.
- b. If the Company does not remit the payment to the Investors as set forth above, the Company will pay the Investors reasonable costs of collection, including attorneys’ fees, in addition to the liquidated damages. The registration of the Registrable Securities pursuant to this provision shall not affect or limit the Investors’ other rights or remedies as set forth in this Agreement.

Section 3. Indemnification

- a. The Company will indemnify each Investor, each of its officers and directors and partners, and each person controlling such Investor within the meaning of Section 15 of the 1933 Act, with respect to which registration has been effected pursuant to this Agreement, against all

expenses, claims, losses, damages or liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such registration, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or any violation by the Company of the 1933 Act, the 1934 Act, state securities laws or any rule or regulation promulgated under such laws applicable to the Company in connection with any such registration, and the Company will reimburse each such Investor, each of its officers and directors, and each person controlling such Investor, for any legal and any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished to the Company by an instrument duly executed by such Investor or controlling person, and stated to be specifically for use therein; provided, however, that the foregoing indemnity agreement is subject to the condition that, insofar as it relates to any such untrue statement, alleged untrue statement, omission or alleged omission made in a preliminary prospectus on file with the Commission at the time the registration statement becomes effective or the amended prospectus is filed with the Commission pursuant to Rule 424(b) (the "*Final Prospectus*"), such indemnity agreement shall not inure to the benefit of any Investor, if a copy of the Final Prospectus was not furnished to the person asserting the loss, liability, claim or damage at or prior to the time such action is required by the 1933 Act, and if the Final Prospectus would have cured the defect giving rise to the loss, liability, claim or damage.

b. Each Investor will, if Registrable Securities held by such Investor are included in the securities as to which such registration, qualification or compliance is being effected, indemnify the Company, each of its directors and officers, other holders of the Company's securities covered by such registration statement, each person who controls the Company within the meaning of Section 15 of the 1933 Act, and each other such Investor, each of its officers and directors and each person controlling such Investor within the meaning of Section 15 of the 1933 Act, against all claims, losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular or other document, or any amendment or supplement thereto, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances they were made, not misleading, or any violation by the Investor of the 1933 Act, the 1934 Act, state securities laws or any rule or regulation promulgated under such laws applicable to the Investor in connection with any such registration, and such Investor will reimburse the Company, such other Investors, and the directors, officers, persons, underwriters or control persons of the Company or such other Investors for any legal and any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating, preparing

or defending any such claim, loss, damage, liability or action, but in the case of the Company or the other Investors or their officers, directors or controlling persons, only to the extent that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with information furnished to the Company by such Investor in writing; provided, however, that the total amounts payable in indemnity by a Investor under this Section 3 shall not exceed the net proceeds received by such Investor in the registered offering out of which such claim, loss, damage or liability arises.

c. Each party entitled to indemnification under this Section 3 (the “*Indemnified Party*”) shall give notice to the party required to provide indemnification (the “*Indemnifying Party*”) promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such party’s expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement unless the failure to give such notice is materially prejudicial to an Indemnifying Party’s ability to defend such action, and provided further, that the Indemnifying Party shall not assume the defense for matters as to which there is a conflict of interest or there are separate and different defenses. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party (whose consent shall not be unreasonably withheld), consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability with respect to such claim or litigation. No Indemnifying Party shall, without the consent of the Indemnified Party, consent to entry of any judgment or enter into any settlement of any such action which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability, or a covenant not to sue, in respect to such claim or litigation. No Indemnified Party shall consent to entry of any judgment or enter into any settlement of any such action the defense of which has been assumed by an Indemnifying Party without the consent of such Indemnifying Party.

d. If the indemnification provided for in this Section 3 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage or expense referred to therein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied

by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

e. Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering of the Company's Common Stock are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control, except that no such provisions shall affect the Company's obligations to indemnify Investors pursuant to Section 0.

f. The obligations of the Company and Investors under this Section 3 shall survive the completion of any offering of Registrable Securities in a registration statement under this Registration Rights Declaration and otherwise, unless such obligations are superseded by an underwriting agreement in connection with the underwritten public offering of the Company's Common Stock

**CONVERTIBLE
PROMISSORY NOTE**

\$25,000.00

January 21, 2005

FOR VALUE RECEIVED, Little Squaw Gold Mining Company, an Alaska corporation, (the "Company") promises to pay to William Orchow, or order, the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00), on demand, or, if no demand is made, on July 20, 2005 (the "Maturity Date"), plus interest accruing at the rate of six percent (6%) per annum from January 21, 2005, forward. Interest only will accrue and be payable on the unpaid principal balance on the quarterly anniversary dates (with the first interest payment being due on April 21, 2005) until the Maturity Date or such time as demand has been made by the holder hereof in writing for payment of the principal balance. On the demand date, or the Maturity Date, the entire principal balance, together with any accrued and unpaid interest, shall be due and payable. All payments will be made to the holder at 67 P Street, Salt Lake City, UT 84103.

If the principal balance, together with accrued and unpaid interest, shall not be paid in full upon demand, or upon the Maturity Date, then the total of the principal and accumulated interest at that time due and owing shall incur a penalty interest rate of twelve percent (12%) per annum until paid in full. If this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, then the Company agrees to pay all costs incurred in the collection hereof, including a reasonable attorney fee. Venue of any action brought for the collection of or in connection with any legal action relating to this Note shall be laid in Spokane County, State of Washington. This Note is to be governed by and construed in accordance with the laws of the State of Alaska.

Notwithstanding the payment obligations set forth above, the Company shall have the right at any time prior to the Maturity Date and without prior notice to convert the indebtedness described above into shares of common stock of the Company. The number of restricted shares of common stock to be issued shall be equal to the number determined by dividing the total indebtedness on the conversion date (principal and accrued interest) by \$0.30; the Company also shall issue warrants for each restricted share as described in Exhibit A attached hereto.

ATTEST:

LITTLE SQUAW GOLD MINING COMPANY

By: _____
Witness

By: /s/ Richard R. Walters
Its: President

ACCEPTED:

By: /s/ William Orchow
William Orchow

Dated: 1/23/05

EXHIBIT A

WARRANTS FOR RESTRICTED SHARES

If the Company exercises its right to convert the indebtedness to restricted shares of common stock, then the Company also shall issue one warrant for each restricted share. The warrants will entitle the holder to acquire one share of common stock of the Company during the three year period commencing with the date of issue of the restricted shares. The exercise price will be at \$0.45 per share for the period of one year from the date of issue, with the exercise price increasing to \$0.55 for the period of the second year from the date of issue and further increasing to \$0.75 for the period of the third year from the date of issue.

**CONVERTIBLE
PROMISSORY NOTE**

\$50,000.00

January 21, 2005

FOR VALUE RECEIVED, Little Squaw Gold Mining Company, an Alaska corporation, (the "Company") promises to pay to Wilbur G. Hallauer, or order, the sum of Fifty Thousand and No/100 Dollars (\$50,000.00), on demand, or, if no demand is made, on July 20, 2005 (the "Maturity Date"), plus interest accruing at the rate of six percent (6%) per annum from January 21, 2005, forward. Interest only will accrue and be payable on the unpaid principal balance on the quarterly anniversary dates (with the first interest payment being due on April 21, 2005) until the Maturity Date or such time as demand has been made by the holder hereof in writing for payment of the principal balance. On the demand date, or the Maturity Date, the entire principal balance, together with any accrued and unpaid interest, shall be due and payable. All payments will be made to the holder at 406 Eastlake Rd., Oroville, WA 98844..

If the principal balance, together with accrued and unpaid interest, shall not be paid in full upon demand, or upon the Maturity Date, then the total of the principal and accumulated interest at that time due and owing shall incur a penalty interest rate of twelve percent (12%) per annum until paid in full. If this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, then the Company agrees to pay all costs incurred in the collection hereof, including a reasonable attorney fee. Venue of any action brought for the collection of or in connection with any legal action relating to this Note shall be laid in Spokane County, State of Washington. This Note is to be governed by and construed in accordance with the laws of the State of Alaska.

Notwithstanding the payment obligations set forth above, the Company shall have the right at any time prior to the Maturity Date and without prior notice to convert the indebtedness described above into shares of common stock of the Company. The number of restricted shares of common stock to be issued shall be equal to the number determined by dividing the total indebtedness on the conversion date (principal and accrued interest) by \$0.30; the Company also shall issue warrants for each restricted share as described in Exhibit A attached hereto.

ATTEST:

LITTLE SQUAW GOLD MINING COMPANY

By: _____
Witness

By /s/ Richard R. Walters
Its: President

ACCEPTED:

By: /s/ Wilbur G. Hallauer
Wilbur G. Hallauer

Dated: 1/26/05

EXHIBIT A

WARRANTS FOR RESTRICTED SHARES

If the Company exercises its right to convert the indebtedness to restricted shares of common stock, then the Company also shall issue one warrant for each restricted share. The warrants will entitle the holder to acquire one share of common stock of the Company during the three year period commencing with the date of issue of the restricted shares. The exercise price will be at \$0.45 per share for the period of one year from the date of issue, with the exercise price increasing to \$0.55 for the period of the second year from the date of issue and further increasing to \$0.75 for the period of the third year from the date of issue.

Exhibit 31.1

CERTIFICATION

I, Richard R. Walters, certify that:

1. I have reviewed this annual report on Form 10-KSB of Little Squaw Gold Mining Company;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report.
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects, the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this annual report.
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Registrant and have:
 - a) Designed such disclosure controls and procedures to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this annual report based on such evaluation; and
 - c) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors:
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: March 28, 2005

By /s/ Richard R. Walters
Richard R. Walters, President

A signed original of this written statement has been provided to the Registrant and will be retained by the Registrant to be furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 31.2

CERTIFICATION

I, Becky Corigliano, certify that:

1. I have reviewed this annual report on Form 10-KSB of Little Squaw Gold Mining Company;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report.
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects, the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this annual report.
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Registrant and have:
 - a) Designed such disclosure controls and procedures to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this annual report based on such evaluation; and
 - c) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors:
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: March 28, 2005

By /s/ Becky Corigliano
Becky Corigliano, Chief Financial Officer

A signed original of this written statement has been provided to the Registrant and will be retained by the Registrant to be furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Little Squaw Gold Mining Company, (the "Company") on Form 10-KSB- for the period ending December 31, 2004, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard R. Walters, President of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Little Squaw Gold Mining Company.

/s/ Richard R. Walters

DATE: March 28, 2005

Richard R. Walters, President

A signed original of this written statement required by Section 906 has been provided to Little Squaw Gold Mining Company and will be retained by Little Squaw Gold Mining Company to be furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Little Squaw Gold Mining Company, (the "Company") on Form 10-KSB for the period ending December 31, 2004, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Becky Corigliano, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Little Squaw Gold Mining Company.

/s/ Becky Corigliano

DATE: March 28, 2005

Becky Corigliano
Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Little Squaw Gold Mining Company and will be retained by Little Squaw Gold Mining Company to be furnished to the Securities and Exchange Commission or its staff upon request.